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VOL. XLVII., No. 24.

## The Solicitors' Journal and Reporter.

LONDON, APRIL 11, 1903.

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### Current Topics.

THE REMARKS of the Attorney-General, in moving for the  
suspension of the framing of a scheme for the application of  
the £100,000 or so which is now available for the purpose of  
legal education, shew that his desire is to establish a legal  
university, but for this purpose the co-operation of the benchers  
of the Inns of Court is essential. It may be presumed that they will  
probably have no great objection to handing over to such an  
institution the funds now administered by the Council of Legal  
Education, and it is to be hoped that the question of the train-  
ing together of students for each branch of the profession may  
not be regarded as an obstacle. At all events, the Attorney-  
General takes a hopeful view of the prospects of success, and if  
his scheme can be carried out, a standing reproach will be  
removed from English lawyers.

IN THE ACTION of *Moore v. Child*, tried before Mr. Justice  
LAWRENCE last week, evidence was given that the written  
retainer of a solicitor was taken to Somerset House and stamped.  
The reason for this proceeding was stated to be that it was  
doubtful whether the retainer, if disputed, could be put in  
evidence without a stamp. Now it is certainly not the practice  
to stamp the retainer of a solicitor, and we find nothing in the  
Stamp Act, 1891, to shew that any such stamping is required.  
It is neither an agreement, nor a minute or memorandum of  
agreement. It is merely an authority to the solicitor to com-  
mence and prosecute an action or other proceeding, and the  
distinction between an authority or a licence and an agreement  
or contract has been recognized in numerous cases.

AN INTERESTING question as to the right to the custody of  
court rolls has been decided by BUCKLEY, J., in *Re Jennings*  
(reported elsewhere). The difficulty is to accord proper  
recognition in this respect to the lord of the manor and to the  
steward respectively, each of them being under obligations in  
regard to the court rolls and having an interest, therefore, in

their due preservation. In *R. v. Tower* (4 M. & S. 162) Lord ELLENBOROUGH, C.J., described the lord as "trustee and guardian of the evidence of the tenants' rights," and it is clear that ultimately the right to the custody of the rolls lies in him. "The lord," said SHADWELL, V.C., in *Rawes v. Rawes* (7 Sim. 624), "has, as of right, the custody of the court rolls; and though they ordinarily remain in the custody of the steward, he holds them only as servant or agent to the lord." But this dictum puts the steward's functions too low. In that case charges of misconduct had been made against the steward, and this was sufficient to induce the interference of the court. But under ordinary circumstances the custody of the rolls is necessarily left with the steward in order to enable him to perform the duties of his office. While, then, the ultimate right of custody is in the lord, and can be enforced by him if there is any improper conduct on the part of the steward, yet, in the absence of such special circumstances, the actual custody is entrusted to the latter, and the court will not deprive him of it. A decision to this effect was given by BACON, V.C., in *Windham v. Giubilei* (40 L. J. Ch. 505), and BUCKLEY, J., has followed it in the present case. When the steward is properly exercising the duties of his office, and for the purpose of those duties needs the possession of the rolls, the lord has no right to call upon him to surrender them. Hence, there being no allegation of misconduct in *Re Jennings*, the learned judge declined to order the steward to deliver up the court rolls to the lord.

WE CALL the attention of our readers to the very important decision of Mr. Justice FARWELL in *Re Cornwallis West and Munro's Contract* (reported elsewhere). The effect of this decision, to state it shortly, is that, where land is settled strictly, and on the eldest son coming of age, it is disentailed, and resettled, and the life estate of the father under the original settlement is restored to him in the usual manner, he cannot exercise the powers conferred on him by the Settled Land Acts as tenant for life under the resettlement. It is impossible to discuss the correctness of this decision without taking full time for consideration. At the present time we can only point out the very serious consequences which follow from it. Shortly after the passing of the Fines and Recoveries Act it became the practice, where on the occasion of a resettlement it was desired to preserve the powers exercisable by the tenant for life under the original settlement, to restore his original life estate by the resettlement. So far as we are aware, the practice up to the present time has been very general. But it constantly happened that fresh powers were given to the tenant for life whose estate was restored—not only powers of jointuring and charging portions, but also, where the resettlement was before 1883, powers of leasing and of giving consent to the exercise by the trustees of the powers of sale. It was the practice to confer the powers on "the person hereby made tenant for life of the premises hereby assured." It is evident that the great conveyancers considered that this description included the person whose life estate under the original settlement was restored, because where the power was one that he was not intended to exercise, he was always excepted by name from the tenants for life to whom the powers were given: see for example 3 Dav. Prec., "Settlement upon marriage of real estate, with limitations to collaterals." It is not very easy to guess at the number of cases where a lease has been granted, or a conveyance made, under the powers in the resettlement during the life of the person whose life estate was restored, but they must be very numerous. If the decision above referred to is correct, all these leases and conveyances are invalid, and the purchasers or lessees are liable to eviction by the remainderman on the death of the tenant for life, while the luckless tenant for life is, or may be, liable to an action on his covenants for title. On a future occasion we hope to discuss the decision, but it must be remembered that, unless and until it is reversed by the Court of Appeal, it is law, and that accordingly no solicitor can (unless he risks an action for negligence) allow his client to accept a title where a sale has been made under the powers conferred by the resettlement during the life of the tenant for life whose powers under the old settlement were restored.

THE STATEMENT, which has appeared in the newspapers, that the Postmaster-General has consented to grant facilities for the purpose of enabling messages to be handed in at any post office for transmission by wireless telegraphy to America, may help to remind us that a point has been raised as to the privilege of the Postmaster-General with regard to wireless telegraphy. In the well-known case of *Attorney-General v. Edison Telephone Co.* (6 Q. B. D. 244) it was held that a conversation through the telephone was a "message," or at all events a "communication transmitted by a telegraph," within the meaning of the Telegraph Acts, 1863 and 1869. The exclusive privilege of the Postmaster-General is created by the 4th section of the Telegraph Act, 1869, in these words: "The Postmaster-General . . . shall . . . have the exclusive privilege of transmitting telegrams within the United Kingdom . . ." The third section defines the words employed as follows: "The term 'telegram' shall mean any message or other communication transmitted, or intended for transmission, by a telegraph. The term 'telegraph' shall, in addition to the meaning assigned to it by the Telegraph Act, 1863, mean and include any apparatus for transmitting messages or other communications by means of electric signals." The Telegraph Act of 1863 defines "telegraph" as "a wire or wires used for the purpose of telegraphic communication . . . and any apparatus connected therewith for the purpose of telegraphic communication." In the judgment of the court in the above-mentioned case we find the following passage: "The result of the definition seems to be that any apparatus for transmitting messages by electric signals is a telegraph, whether a wire is used or not, and that any apparatus, of which a wire used for telegraphic communication is an essential part, is a telegraph, whether the communication is made by electricity or not. It would include, on the one hand, electric signals made, if such a thing were possible, from place to place, through the earth or the air." This passage would seem to show that the privilege of the Postmaster-General would *prima facie* include the invention of wireless telegraphy, but we have not heard that the Crown has taken any steps to assert its privilege in this respect.

AN INTERESTING case as to the liability of trustees to contribute *inter se* to losses sustained by one of them by reason of unauthorized investments was decided by SWINFEN EADY, J., in *Jackson v. Dickinson* (*Times*, 27th ult.). Two trustees of a marriage settlement, with a view to increasing the income available for the tenant for life, a widow, had invested £400 of trust money in the purchase of 400 shares in the Cheque Bank (Limited). This was done with the assent of the tenant for life, and with the full knowledge that the investment was not authorized by the settlement. The shares were originally £5 shares with £1 paid up, but subsequently £2 per share was written off on a reduction of the capital of the bank, leaving a liability of £2 per share. In June, 1897, one of the trustees died, and in 1901 the bank went into liquidation and the surviving trustee was called upon to pay, and paid, £800 in respect of his liability on the shares. Half this amount he claimed to recover by way of contribution against the estate of the deceased trustee, but it was argued that the liability of the deceased trustee had, by the constitution of the bank, ceased upon his death, and moreover, that the surviving trustee had lost his claim to contribution by not forthwith realizing the shares upon the death of his co-trustee. Both of these defences SWINFEN EADY, J., held to be unsound. Although the liability of the deceased trustee to the bank may have terminated on his death, yet his liability to indemnify his co-trustee to the extent of half of any loss which might ensue was a different matter. The shares were placed in the names of the trustees for a purpose in which they were jointly interested, and whatever might occur as to their legal liability to the bank, they and their estates remained liable to share jointly in the results of the transaction. And, as to the alleged duty upon the surviving trustee to sell the shares, it appeared that, after the death of his co-trustee there was, owing to the condition of the bank, no period when this could have been done. The estate of the deceased trustee was therefore held liable to contribute.



THE DECISION of the Court of Appeal in *Re City and South London Railway Co. v. Rector, &c., of St. Mary Woolnoth* (Times, 28th ult.) deals with an interesting question as to compensation for lands taken compulsorily. The general principle where land is subject to a restriction which prevents the owner from enjoying its full value, is that he is to receive compensation for the loss of his actual interest in the land, and not the value of the land in the hands of an unfettered owner. Hence where land was, in the hands of the owner, only available for use as a churchyard, the compensation was in *Stebbing v. Metropolitan Board of Works* (L. R. 6 Q. B. 37) assessed on this basis, and not according to the value which the land would have to the public body who were acquiring it. But the principle only applies where the restriction is permanent, and hence in *Re Morgan and London and North-Western Railway Co.* (1896, 2 Q. B. 469), where land let on a long lease for a public park was subject to a condition that the owners might re-enter if it was taken compulsorily, it was held that they were entitled to be compensated on the basis of its commercial value. The present case of *St. Mary Woolnoth* somewhat resembled this, inasmuch as, while the land was immediately devoted to ecclesiastical purposes, there was the possibility that, upon the proper formalities being observed, it might be sold under the Union of Benefices Act, 1860, in such a manner that the purchaser would be under no restrictions in regard to the user of it. The arbitrator found that, (1) subject to restriction to ecclesiastical purposes, the site was worth £90,628; (2) on the possibility of sale under the above Act it was worth £136,421; and (3) if taken to be now free from restriction it was worth £143,548. The Court of Appeal, affirming the judgment of WRIGHT, J., held that the second basis was the correct one, and that £136,421 was the amount of compensation payable.

IN AN ACTION of *Wilton v. Phillips*, tried last week before PHILLIMORE, J., in which there was a defence of infancy, it appeared that the defendant was abroad, and in support of the defence, the certificate of his birth was produced and his brother gave evidence that he was the person referred to in the certificate. For the plaintiff it was objected that the proof of the defendant's age was insufficient, and the case of *Re Wintle* (1870, L. R. 9 Eq. 373) was cited, where Lord ROMILLY said that the entry in the register was evidence only of the child having been born before the entry was made, but not of the other particulars stated therein, including the date of the birth of the child. The learned judge overruled the objection and admitted the certificate as evidence of the exact age of the defendant. We are not sure that this decision would have been given some years ago, but we think that it will be generally approved. The Births and Deaths Registration Act, 1836, by section 18, enacts that every registrar shall inform himself of every birth within his district, and have registered certain particulars stated in the form given in Schedule A to the Act, and among such particulars are the date of the birth and the residence and description of the informant. By section 41 any person wilfully making a false statement for the purpose of its being inserted in any register touching any of the particulars required to be known and registered is subject to the same penalties as if he had committed perjury. We think that the presumption was that the statement in the register was correct. We may add that the fact that the defendant was under twenty-one might be proved by any lawful evidence, and we should have thought that the statement of the defendant's brother as to the age of his blood relation was *prima facie* sufficient.

THE JUDGMENT of the Court of Appeal in *Angel v. Merchants' Marine Insurance Co. (Limited)* (Times, 8th inst.) deals with a point of considerable importance in the law of marine insurance. When a ship has been badly damaged by stranding or other accident, the question at once arises whether the owner must repair her, or whether he is entitled to treat her as a constructive total loss and give notice of abandonment to the underwriters. The rule on the subject was stated by TINDAL, C.J., in *Reason v. Chapman* (6 M. & Gr., p. 810), as follows: "Where the damage to the ship is so great from the perils insured against as that the owner cannot put her

in a state of repair necessary for pursuing the voyage insured, except at an expense greater than the value of the ship, he is not bound to incur that expense, but is at liberty to abandon and treat the loss as a total loss." But in applying this rule the question has been raised whether the owner is entitled to bring into account the value of the ship as she lies. If he can, it may turn the scale in favour of a constructive total loss. Thus—to take the example given in the last edition of *Arnould on Marine Insurance* (7th ed., p. 1266)—"Suppose the damaged value to be £2,000, the cost of repairs £10,000, and the repaired value £11,000; then, since the prudent uninsured owner would clearly rather sell the damaged vessel for £2,000 than spend £10,000 on a thing which after such expenditure would only be worth £11,000, this is a case of constructive total loss." The editors of that work argue, however, that the true criterion is not what is best for the owner's pecuniary interest, but whether from a commercial point of view the damage to the ship is irreparable—that is, whether the repaired value would be less than the cost of repair. In *Beaver Line Steamers v. London and Provincial, &c., Insurance Co.* (5 Com. Cas. 269), PHILLIMORE, J., looked at the matter from the owner's point of view, and held that the value of the wrecked ship was to be included, and this decision has been followed in other cases. But the Court of Appeal have now held that it is wrong. The insured value of the ship in question was £23,000; the value of the wreck was £7,000; the estimate for repairs was £22,559. If the two last figures could be added together there was clearly a constructive total loss. Such addition, however, is inadmissible, and the claim as for a total loss was rejected.

THE STATEMENT in the preamble of the statute 1 Jac. c. 15 that "frauds and deceits as new diseases daily increase" has certainly not ceased to apply in the present reign, and the offence charged in a recent case before one of the metropolitan police courts is likely to become extensively prevalent in this country. The defendant was charged with representing that he was collecting for an association which had the management of a regatta and appropriating the money which he had collected to his own use. For the defence a witness was called to prove that there really was an association, but he was compelled to admit that it had no office, no committee, and that it kept no accounts. Money had, however, been subscribed without any inquiry by the subscribers as to the nature of the association, and this went on until it was discovered (in the words of the magistrate) that "there was no genuine regatta and the money was collected merely to go into the pockets of the collectors." We have often thought that, even in the case of genuine societies, money is subscribed without sufficient proof of the authority of the collector to receive it.

## Charges for Works Executed by Local Authorities.

THE provisions of the Public Health Act, 1875, with regard to the creation of charges upon property for the expenses of works executed by local authorities have been productive of some interesting legal questions, the latest of which is that presented in *Surtees v. Woodhouse* (51 W. R. 275; 1903, 1 K. B. 396). By a lease made in 1891 property was demised to the plaintiff for a term of seven years, and she covenanted that she would during the term pay "all present and future rates, taxes, duties, assessments and outgoings charged upon the said premises or the owner or occupier in respect thereof." By a supplemental lease of 1892, the term was extended to twenty-one years, and the original covenants were made applicable to the extended term. In November, 1899, the plaintiff subdemised the premises to the defendant for the residue of the term except the last day, and the defendant covenanted to perform the covenants of the head lease. Just before the subdemise the local authority were executing under the Private Street Works Act, 1892, certain improvement works in the street adjoining the demised premises, and these were completed on the 7th of October, but the apportionment of expenses was not made till the 11th of December, when the sum of £60

was apportioned to the premises. This sum was, of course, included in the covenant in the head lease, the words of which were effective to throw all impositions upon the lessee, whether of an annual or of a permanent nature, and the plaintiff paid it to her lessor. She then claimed to have the amount repaid to her by the defendant under the covenant in the sub-lease.

The peculiarity in the case is that the works were completed before the date of the sub-lease, but the apportionment of the expenses was not made till after that date. The scheme of the Private Street Works Act, 1892, under which the works were executed, is to make the expense recoverable by a charge on the property in the same manner as if it had been incurred under the Public Health Act, 1875. Thus by section 12 a final apportionment is to be made, and by section 13 any premises included in the final apportionment are to be charged, "to the like extent and effect as under section 257 of the Public Health Act, 1875," with the sum finally apportioned on them. To understand section 257, reference has to be made also to section 150 of the same Act, which provides for serving upon the owners of premises fronting on a street notice to make up the street, and empowers the local authority, if the notice is not complied with, to execute the works themselves, and to recover in a summary manner the expenses incurred by them in so doing from the owners in default. Then section 257 provides that where any local authority have incurred expenses for the repayment whereof the owner of premises is liable, such expenses, with interest, may be recovered "from any person who is the owner of such premises when the works are completed for which such expenses have been incurred, and until recovery of such expenses and interest the same shall be a charge on the premises in respect of which they were incurred." And further on the section provides that the apportionment of expenses by the surveyor of the local authority is to be binding and conclusive on the owner unless within three months he gives notice to dispute it.

The effect of the provisions of the Public Health Act, 1875, was considered by NORTH, J., in *Re Bettsworth and Richer* (36 W. R. 544, 37 Ch. D. 535), a case between vendor and purchaser, and he held that the charge upon the property was created as soon as the works were completed. "It is quite true" he said, "that the owner cannot be compelled to pay till the total costs have been made out and apportioned between the owners, and notice has been served, and he has had three months to dispute the apportionment, and at the end of three months has had written demand served upon him. The Act says payment may be recovered from the person who is owner at the time when the works were completed, and he is the person charged under the Act." Hence—so the reasoning appears to be—the charge upon the premises is to be taken to be created at the same time. In *Re Bettsworth and Richer*, houses abutting upon a private road had been sold under an open contract. At the date of the sale works executed by the local authority under section 150 of the Public Health Act, 1875, had been finished, but the final demand for payment of the sum apportioned in respect of the premises was not served till after the purchase ought to have been completed. It was argued that the date of this demand, since it first made possible the recovery of the expenses, also first fixed them as a charge upon the property. But, in accordance with the reasoning just stated, NORTH, J., held that the charge arose on completion of the works—that is, before the date of the contract—and, since the vendor sold free from incumbrances, he was bound to clear the property of the charge.

This view of the date at which the improvement expenses become a charge upon the property was approved by the Court of Appeal in *Stock v. Meakin* (48 W. R. 420; 1900, 1 Ch. 683), where also the question arose between vendor and purchaser. The expenses had been incurred under the Private Street Works Act, 1892, but, as already pointed out, the charge for securing them operates in the same manner as if it were created under the Public Health Act, 1875. The only ground, apparently, that can be suggested for distinguishing the two Acts is that adverted to by VAUGHAN WILLIAMS, L.J., in delivering the judgment of the court. The charge under the Public Health Act, 1875, is under the terms of that Act a charge which can only arise on the failure of the owner of the land to comply with the notice of the local authority, and the execution by that authority

of the works by reason of such default of the landowner, whereas the Private Street Works Act, 1892, does not in the first instance put the duty of executing the works upon the owner, and the imposition of the charge, therefore, does not imply any precedent default on his part. But this distinction was held not to justify the fixing of a different date for the creation of the charge which, having regard to the whole scheme of the Act of 1892, was properly to be fixed, as under the Act of 1875, at the completion of the works. The benefit of the works, it was pointed out, was then obtained, and the charge attached, the final apportionment being a mere arithmetical process for ascertaining the exact amount of the charge. Hence, where premises had been sold free from incumbrances after the completion of the works, but before the date of the final apportionment, the vendor was held liable to indemnify the purchaser against the sum due under the apportionment.

In the present case of *Surtees v. Woodhouse* (*supra*), the question, as already pointed out, arose between lessor and lessee under a covenant by which the lessee undertook to pay all present and future outgoings charged upon the premises. The works in respect of which the expenses were payable had been completed before the date of the lease, but the apportionment was not made till after that date. The completion of the works, however, fixed the time of creation of the charge, and the Court of Appeal, reversing the decision of WALTON, J., held that the charge was to be regarded, for the purpose of the covenant, as existing before the lease although the amount due was not then payable. For the opposite view stress was laid upon the inclusion in the covenant of "present and future" rates, taxes, and outgoings. But the effect of the words is, of course, not to bring in rates and taxes already charged on the premises when the lease begins—this would really involve the lessee in liability for arrears of rates and taxes—but to include outgoings of a nature not in existence upon the granting of the lease. "The main object of the introduction of the words 'present and future,'" said STIRLING, L.J., "in covenants such as these is to impose on the lessee the liability to pay, not only taxes, rates, &c., existing at the date of the lease, but also all taxes, rates, &c., subsequently imposed, whether or not of the same nature or for the same purpose as those in existence at the granting of the lease." Hence the liability for the expenses in question was in the sub-lessor.

It is necessary to bear in mind that the incidence of improvement expenses varies according to the statute under which they are incurred. If they are incurred under the Metropolitan Management Acts or the Public Health (London) Act, 1891, they are not a charge upon the premises, but upon the owner, and this charge becomes operative upon notice of apportionment being served upon him, which may be either before or after the execution of the works. Hence in *Wix v. Rutson* (1899, 1 Q. B. 474), where the lessee's covenant bound him to pay impositions charged upon the lessor, he was held liable for the amount of improvement expenses, notice of which had been served on the lessor during the currency of the lease, although the works were not executed until after the lease had determined—a singular instance of the apparent unfairness which may result from the combined operation of the covenant in question and the statutes.

Owing to the approach of the Easter holidays and to the abnormally heavy calendar of prisoners sent for trial at the Clerkenwell Sessions, the hearing of appeals fixed originally for Thursday next has been adjourned until Thursday, the 30th inst.

According to the report of the Charity Commissioners for 1902, the quantity of land sold under the authority of the Commissioners during the year ended the 31st of December, 1902, was 4,662 acres, of which 1,286 were situated in urban and 3,376 in rural districts. The stocks and investments held by the official trustees of charitable funds at the close of last year were valued at £22,384,735, divided into 22,978 separate accounts.

A Bill was on Wednesday passed through the Manx Legislative Council, says the *Daily Mail*, to supply a curious omission which had been found in the law. The Public Notices Act, 1872, provides that certain legal notices shall be affixed near the principal door of the parish church, but it has hitherto been overlooked that in the parish of Patrick no parish church exists. The clause is retrospective, as during the last thirty years many sales of real estate under execution judgments have taken place in this parish without it being possible to publish the notice in the way prescribed. The titles to property so acquired might therefore have been questioned.



## Reviews.

## Admiralty Practice.

A TREATISE ON THE ADMIRALTY JURISDICTION AND PRACTICE OF THE HIGH COURT OF JUSTICE, AND ON THE VICE-ADMIRALTY COURTS AND THE CINQUE PORTS, &c. WITH AN APPENDIX CONTAINING STATUTES, RULES AS TO FEES AND COSTS, FORMS, PRECEDENTS OF PLEADINGS AND OF BILLS OF COSTS. THIRD EDITION. By EDWARD STANLEY ROSCOE, Assistant Admiralty Registrar, Barrister-at-Law, and T. LAMBERT MEARS, LL.D., Barrister-at-Law. Stevens & Sons (Limited).

This work presents, in a very clear and convenient form, the law and practice as to matters falling within the jurisdiction of the Admiralty Division. After an introduction which deals with the historical development of admiralty jurisdiction, the text is divided into four parts, dealing in succession with (1) the subjects of the jurisdiction—salvage, damage by collision, &c.; (2) the orders and rules; (3) miscellaneous courts with admiralty jurisdiction; and (4) costs and fees; while a series of appendices contain the Judicature Act, 1873, the Admiralty Court Acts, 1840 and 1861, and the Merchant Shipping Act, 1894, so far as they concern the matter in hand. The continual output of new decisions shews that the law here, as elsewhere, is undergoing development, and some of those recently given have been upon questions of considerable interest and importance. It is half a century now since the case of *The Bold Buccleugh* (7 Moo. P. C. 267) settled the nature of the very special security known as a maritime lien, but—to take two recent instances—*The Ripon City* (1897, P., 226) has shewn how this lien, while not generally available to cover the supply of necessities, has been used, under the head of master's disbursements, to secure the ship's coal bill, while the difficult question of the order in which claims against the ship are to rank was minutely considered by Barnes, J., in *The Veritas* (50 W. R. 30; 1901, P. 304). Upon these and other matters the law is stated in the present work at once accurately and concisely, and this edition can be safely recommended to practitioners as a useful guide in admiralty proceedings.

## Points to be Noted.

## Conveyancing.

**Words Passing Real Estate.**—Where a testator made a general gift of his property by words which were sufficient to pass all his personal estate, and went on to give "all the rest, residue, and remainder of my estate and effects whatsoever and wheresoever" to two named persons, "their executors, administrators, and assigns," upon certain trusts which were *primâ facie* applicable only to personal estate, it was held that the real estate passed, and that the trusts applied also to the real estate, so as to prevent a resulting trust in favour of the heir-at-law. The dominant intention of the will was to dispose of everything, and there was nothing to cut down the meaning of the word "estate," which in general will carry real estate. Moreover, the trusts were not exclusively applicable to personal property.—*KIRBY-SMITH v. PARNELL* (Buckley, J., Feb. 6) (*ante*, p. 279; 1 Ch. 483).

**Vesting of Legacy or Share of Residue.**—It is settled beyond question that if a legacy or a share of a residuary estate is given to a person, to be paid or transferred to him on attaining a particular age, and there is a maintenance clause providing for maintenance in the meantime out of the income of that share, then the share is vested: see *Hanson v. Graham* (6 Ves. 238). And if the gift is equally between children on their severally attaining twenty-one, the income "during their respective minorities" to be applied towards their maintenance, with a power of advancement "during their respective minorities," the effect is to give the income to the children in aliquot parts, so that each takes at once a vested interest in his share of the corpus.—*RE GOSSLING* (C. A., Feb. 24) (1903, 1 Ch. 448).

It is announced that Lord Alverstone, his Honour Sir Louis Amable Jetté, formerly a judge of the Superior Court of the Province of Quebec, and the Hon. John Douglas Armour, judge of His Majesty's Supreme Court of Canada, have been appointed members of the tribunal constituted by the Convention of the 24th of January, 1903, between the United Kingdom and the United States of America relative to the Alaska boundary.

An amusing incident which may have grave consequences happened, says the *Daily Mail*, in the Sheffield police-court on Wednesday. Six paupers charged with refractory conduct had waited two hours for their case to be tried when the prosecuting solicitor applied that they might be sent back to the workhouse at once, as since their departure for the court a case of small-pox had been found in the ward they had occupied. The request was very promptly granted.

## Result of Appeals.

## Appeal Court I.

(Final List.)

*Wells v. The Army and Navy Co-operative Society (Limited)*. Appeal of defendants from judgment of Mr. Justice Wright, without a jury, Middlesex (set down July 5, 1902). Dismissed with costs. April 3.

*Ivall and Deer v. Watney, Combe, Reid, & Co. (Limited)*. Appeal of plaintiffs from judgment of Mr. Justice Darling, without a jury, Middlesex (set down July 23, 1902). Settled. April 3.

*Adams v. Coombs*. Appeal of plaintiff from judgment of Mr. Justice Channell, without a jury, Middlesex (set down July 25, 1902). Dismissed with costs. April 3.

*Atlantic Patent Fuel Co. (Limited) v. Durand*. Appeal of defendant from judgment of Mr. Justice Kennedy, without a jury (set down June 19, 1902). Dismissed with costs. April 4.

*McLean v. The Adamant Stone and Paving Co. (Limited)*. Appeal of plaintiff from judgment of Mr. Justice Phillimore, without a jury, Middlesex (set down July 29, 1902). Dismissed with costs. April 6.

(For Judgment.)

*Angel, on behalf of himself, &c. v. Merchant Marine Insurance Co.* Appeal of plaintiffs from judgment of Mr. Justice Bigham, without a jury, Middlesex (set down June 20, 1902) (c. a. v. March 24). Dismissed with costs. April 6.

*Silles v. The Mayor, Aldermen, and Councillors of the Metropolitan Borough of Fulham*. Appeal of defendants from judgment of Mr. Justice Wright, without a jury, Middlesex (set down May 28, 1902). Dismissed with costs. April 7.

(Original Motions.)

*Lewis and Green v. Ginsberg*. Application of defendant for stay of execution pending appeal (by order). Damages reduced from £200 to £50. April 7.

*Hart v. Courneuve*. Appeal of plaintiff for security for costs of appeal (No. 224, K. B. Final List). Dismissed with costs. April 7.

(Interlocutory List.)

*Foulkes v. Robinson*. Appeal of defendant from order of Mr. Justice Phillimore, dated March 4, 1903. Dismissed with costs. April 7.

## Appeal Court II.

(Motion in Bankruptcy.)

(Application for leave to appeal.)

*In re A Judgment Debtor* (ex parte The Judgment Debtor), No. 19 of 1902 Judgment summons from an order made on the March 28, 1903, by Mr. Justice Wright. Dismissed with costs. April 7.

(In Bankruptcy.)

*In re Pilling, J. R.* (ex parte The Board of Trade and The Official Receiver), No. 1,143 of 1898. From an order made by Mr. Registrar Brougham, dated February 26th, 1903, approving a composition. Allowed with costs. April 3.

(General List.)

*A. Morrall (Limited) v. T. Hessin & Co.* Appeal of defendants from order of Mr. Justice Swinfen Eady (set down Nov. 25, 1902). Dismissed with costs on opening. April 6.

*Montefiore v. Guedalla*. Appeal of the Reversionary Interest Society from order of Mr. Justice Byrne (set down August 25, 1902). Allowed with costs. April 6.

(For Judgment.)

*Fortin v. Sowerbutts*. Appeal of plaintiff from order of Mr. Justice Joyce. Dismissed with costs. April 7.

(For Hearing.)

*Carr v. Henry and Another*. Appeal of plaintiff from order of Mr. Justice Buckley (set down Nov. 26, 1902). Dismissed with costs. April 7.

*In the Matter of the Companies Acts, 1862 to 1890, and in the Matter of the Topical Times Co. (Limited)*. Appeal of the Mirror of Life Co. from order of Mr. Justice Buckley (set down June 23, 1902). Allowed; compulsory order. April 7.

*Atkinson v. Haveron*. Appeal of defendant from order of Mr. Justice Kekewich (set down Dec. 5, 1902). Dismissed with costs. April 7.

(Original Motion.)

*Foster v. The Mutual Reserve Life Insurance Co.* Appeal of defendant company for stay of execution pending appeal to House of Lords (judgment given March 23, 1903). Settled on terms. April 8.

[Compiled by MR. ARTHUR F. CHAFFLE, Shorthand Writer.]

On the demand of an old gentleman, says the *Globe*, a summons was taken out on Tuesday against a nursemaid for "furious driving." This female Jehu of the pavement had pushed her pram recklessly, to the imminent danger of loiterers' knees. What, we wonder, is the legal pace of the pram?

## Cases of the Week.

## Court of Appeal.

THOMSON AND ANOTHER v. GILL. No. 1. 30th March.

JUDGMENT—SCOTCH DECREE—REGISTRATION IN ENGLAND—ENFORCEMENT—“EXECUTION”—APPOINTMENT OF RECEIVER—JUDGMENTS EXTENSION ACT, 1868 (31 &amp; 32 VICT. c. 54), ss. 3, 4.

Appeal by the defendant from an order of Bigham, J., at chambers. On the 7th of August, 1902, the plaintiffs recovered judgment (called a decree) against the defendant in the Court of Session in Scotland for £205 13s. 3d., and a certificate thereof was, on the 22nd of January, 1903, registered in the High Court of Justice in England under the Judgments Extension Act, 1868. The defendant, who was resident in England, was entitled under a Scotch marriage settlement to the income arising from a sum of money which was vested in trustees, who were also resident in England. Bigham, J., upon the plaintiffs' application, made an order appointing a receiver of the defendant's interest in this sum of money for the purpose of satisfying the judgment. It was not disputed that the facts were such that, if the judgment had been originally obtained in England, the plaintiffs would be entitled to an order for a receiver. By section 3 of the Judgments Extension Act, 1868, where a decree has been obtained in the Court of Session in Scotland for the payment of any debt, damages, or expenses, a certificate thereof may be registered in the Court of Common Pleas at Westminster, “and such certificate, when so registered, shall from the date of such registration be of the same force and effect as a judgment obtained or entered up in the court in which it is so registered.” By section 4, “the Courts of Common Pleas at Westminster and at Dublin, and the Court of Session in Scotland, shall have and exercise the same control and jurisdiction over any judgment or decree, and over any certificate of such judgment or decree, registered under this Act in such courts respectively as they now have and exercise over any judgment or decree in their own courts, but in so far only as relates to execution under this Act.” The defendant appealed, and contended that the court had no jurisdiction to appoint a receiver in respect of a Scotch or Irish judgment registered in England under the Act of 1868. The appointment of a receiver was not “execution” within the meaning of section 4. It was equitable relief, and not execution at all: *Re Shephard* (43 Ch. D. 131), *Harris v. Beauchamp Brothers* (1894, 1 Q. B. 801). “Execution” did not include the taking out of a judgment summons: *Re Watson* (1893, 1 Q. B. 21), nor taking bankruptcy proceedings founded on the judgment: *Re A Bankruptcy Notice* (1898, 1 Q. B. 383). Further, even if the appointment of a receiver was a form of execution, it did not come within section 4 of the Act of 1868, because it was not such as the Court of Common Pleas could “now,” that was, in 1868, have granted.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MATHEW, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that in his opinion the appointment of a receiver was equitable execution. The judgment of James, L.J., in *Ex parte Evans* (13 Ch. D. 252) supported that view. That being so, there was nothing in any of the cases cited that prevented them from giving a wide meaning to the word “execution” in section 4 of the Act of 1868, so as to include therein the appointment of a receiver. *Re Watson* merely decided that a judgment so registered could not be enforced by means of a judgment summons under the Debtors Act, 1869. The object of a judgment summons was not primarily to enforce payment of the debt out of the judgment debtor's goods, but to punish the judgment debtor for contumacy. In *Re A Bankruptcy Notice*, the application was to take a step with the view of making the debtor a bankrupt. In his opinion execution by the appointment of a receiver came within the words “execution” in section 4 of the Act. The word “now” in section 4 did not militate against that view, because in his opinion the plaintiff could at that date have taken proceedings for the appointment of a receiver.

STIRLING and MATHEW, L.J.J., concurred.—COUNSEL, *Colam*; E. M. Pollock. SOLICITORS, Emanuel & Simmonds, for Robert Stewart, Edinburgh; Balfour Allen & North.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

## High Court—Chancery Division.

KENDAL v. METROPOLITAN BOROUGH OF LEWISHAM. Kekewich, J. 31st March and 1st April.

METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), ss. 62 AND 105—METROPOLIS MANAGEMENT ACT, 1862 (25 & 26 VICT. c. 102), ss. 77, 96, AND 112—PAYING EXPENSES—“SURVEYOR'S” ESTIMATE—“SURVEYOR FOR THE TIME BEING.”

This was an action by the owner of seventeen houses in Montem-road, Forest Hill, within the metropolitan borough of Lewisham, for a declaration that an order, dated the 3rd of July, 1901, of the Lewisham Borough Council apportioning the paving expenses of the road between the owners of the several houses abutting thereon was void, and for an injunction to restrain the council from collecting the amount of such expenses from the plaintiff's tenants. By section 105 of the Metropolis Management Act, 1855, provision is made for the paving of new streets by the vestry or board of works, and the owners of the houses forming such streets are required to pay to such vestry or board the amount of the estimated paving expenses “such amount to be determined by the surveyor for the time being of the vestry or

board.” On the 18th of July, 1900, the Lewisham District Board of Works, whose successors were the defendant council, resolved: “That V. P., the assistant surveyor, be in future designated a surveyor to the said board.” On the 8th of May, 1901, the defendant council resolved that the office of surveyor to the late Lewisham District Board of Works theretofore held by Mr. J. C. should be abolished as from the 25th of March then last passed. By a resolution of the 25th of September, 1901, V. P. was appointed surveyor to the council from Michaelmas, 1901. The plaintiff's main objection (which raises the only point calling for a report) was that at the time the estimate of the expenses was determined by V. P., V. P. was not the surveyor to the council within the meaning of section 105 stated above; that an estimate prepared by the properly appointed surveyor within the meaning of such section was a condition precedent, in the absence of which the defendants had no power to raise the expenses which in so far as they were collected from plaintiff's tenants must be deemed moneys held to the plaintiff's use. The plaintiff relied on *Sykes v. Mayor, &c., of Huddersfield* (35 J. P. 614), *Hobman v. Greenwich Board of Works* (58 J. P. 349), *Lewis v. Weston-super-Mare Local Board* (40 Ch. D. 53), and *Hasser v. Wallis* (1 Salk. 28). Reliance was also placed upon the other sections of the 1855 Act, and the Act of 1862, mentioned in the catchwords at the head of this report.

KEKEWICH, J., in giving judgment, observed that the only point of even apparent difficulty was whether the estimated expenses were estimated by a proper person or by an improper person and a stranger, and a person not duly authorized to make the estimate: the expenses were not estimated by the surveyor to the council, and it was alleged that the only proper person to estimate them was the permanent surveyor, and cases had been cited in support of that allegation; but the defendants had disposed of it by shewing that the material cases were decisions under the Public Health Act, 1875 (s. 189), and they therefore had no bearing on the construction of the Metropolis Management Acts. Under the Public Health Act there could be only one permanent surveyor, while under section 105 of the Metropolis Management Act of 1855, the person to make the estimate was the “surveyor for the time being.” Whatever the full extent of those words might be, they obviously meant something different from the permanent surveyor under the Public Health Act. In this case there was a surveyor sufficiently appointed for the kind of work—not the only or permanent surveyor, it was true, but still a surveyor of the council and one who filled the position for the particular purpose of making the estimate. The plaintiff's action therefore failed and must be dismissed with costs.—COUNSEL, A. Glen, K.C., and W. A. G. Woods; Macmorran, K.C., Acory, K.C., and Poyser. SOLICITORS, S. J. E. Benham; Temple L. Down.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re CORNWALLIS WEST AND MUNRO'S CONTRACT. Farwell, J. 27th March.

SETTLEMENT—SETTLED LAND—LIFE ESTATE—COMPOUND SETTLEMENT—TRUSTEES—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 2, 22, 40, 45.

This was a vendor and purchaser summons to determine whether it is necessary to appoint trustees for the purposes of the Settled Land Acts of the settlement created by the will of Mary A. T. Whitby or of the compound settlement created by the said will and by indentures of disentailing assurance and resettlement dated the 15th of November, 1895. By the will, dated the 26th of August, 1841, of the late Mary A. T. Whitby, who died on the 5th of August, 1850, certain estates were limited to the use of the vendor for life, with remainder to the use of his first and every other son successively in tail male, with remainders over. By an indenture dated the 15th of November, 1895, a disentailing assurance was executed and was duly enrolled. By an indenture dated the 15th of November, 1895, the vendor and the vendor's son appointed the lands and hereditaments devised by the said will to certain uses and trusts, and subject thereto to the use of the vendor for his life without impeachment of waste, in restoration and by way of continuation of the former life estate of the vendor under or by virtue of or reference to the said will. And it was declared that W. Vivian and S. Wyndham and the survivor of them, and the executors or administrators of such survivor or other the trustees for the time being, were thereby appointed to be the trustees or trustee for all the purposes of the Settled Land Acts, 1882 to 1890. The vendor was selling as tenant for life under the provisions of the Settled Land Acts. The purchaser objected to the title on the ground that there were no trustees for the purpose of the Settled Land Acts of the settlement created by the said will or of the compound settlement created by the said will and the deeds above mentioned, and required that such trustees should be appointed and should join in the conveyance, and give a discharge for the purchase-money. The vendor contended that such appointment was unnecessary, because there are in fact trustees for the purposes of the Settled Land Acts of the said indenture of the 15th of November, 1895. Counsel for the purchaser referred to the Settled Land Act, 1882, ss. 2, 22, 40, 45; Settled Land Act, 1890, s. 4.

FARWELL, J., said that in his opinion the life estate was restored—that is to say, the old life estate created by the will of Mrs. Whitby was still the life estate in existence. He relied upon the cases of *Re Wright* (28 Ch. Div. 93), *Re Du Cane and Nettlefold's Contract* (1898, 2 Ch. 96), *Re Mundy and Roper's Contract* (1899, 1 Ch. 275). The settlement, within the meaning of the Act, must be the compound settlement. The tenant for life would be able to exercise the statutory power given by the Act, and trustees would have to be appointed of the original will of Mrs. Whitby, or rather of the compound settlement.—COUNSEL, *Upjohn*, K.C., and *Popham*; *Butcher*, K.C., and *Cartmell*. SOLICITORS, *Woodcock, Ryland, & Parker*, for Preston & Francis, Bournemouth; *Petersons, Snow, Bloxam, & Kinder*.

[Reported by PAUL STRICKLAND, Esq., Barrister-at-Law.]



## High Court—Probate, &amp;c., Division.

**DRUCE v. DRUCE. DRUCE v. DRUCE AND GIBB.** Jeune, P., and a Special Jury. 2nd April.

**DIVORCE—PRACTICE—HEARING CAUSE IN CAMERA.**

These were two consolidated matrimonial suits, in the first of which the wife sought for a decree of judicial separation on the ground of the respondent's cruelty; and in the second suit the husband claimed a dissolution on the ground of the respondent's adultery with the co-respondent. Counsel for the husband stated that it was the desire of all parties that the hearing of the case should be *in camera*. He, however, wished to state that there were no charges of unnatural offences, which was the usual ground for such an application, but he considered it impossible to investigate the details of the case in open court, for the witnesses must necessarily be much embarrassed. In *C. v. C.* (1 P. & D. 64), a dissolution suit, the court was asked to hear the cause *in camera*, but it refused the application on the ground that it had no power to do so. He (counsel), however, submitted that all courts had an inherent right to hear cases *in camera* if such hearing were conducive to the administration of justice. There was a case which had been tried before Kekewich, J., where allegations were made against a medical man as to his conduct with young women, and that learned judge heard it *in camera*, and the Court of Appeal followed the example. Denman, J., also had heard the case of *Malan v. Young* (6 Times L. R. 39) *in camera*, and in another case in which an employee had discovered certain secrets relating to a patented article, and endeavoured by litigation to bring pressure upon his employers, both the Divisional Court and the Court of Appeal heard the case *in camera*. He cited ord. 36, r. 7 (d), and ord. 58, r. 4.

JEUNE, P., said he was very glad that the application had been made, as over and over again he had felt a grave difficulty in trying such cases in public, not so much on account of the mischief done to the public, as he relied upon the discretion of the Press, but because he felt that such details could not be properly discussed or inquired into in open court. It was impossible for justice to be done if such matters had to be discussed in presence of a mixed audience. He was, therefore, glad to be able to come to the conclusion that the court had power to hear such matters *in camera* on two grounds. Although the special statutory powers of the court were limited to suits for nullity, the practice in cases for judicial separation also followed that of the Ecclesiastical Courts; and he therefore came to the conclusion that this court had power to hear suits for judicial separation *in camera*, although it had no statutory power to so hear suits for dissolution. But he would go even further and say that whenever the court was satisfied that justice could not be done in public, a case should be heard *in camera*, for the public hearing of a case would often nullify the very object for which the suit was brought. The present case appeared to him to fall within both grounds of his judgment, and he therefore ruled that the part of the suit, relating to the wife's petition for judicial separation should be heard *in camera*.—COUNSEL, *Sir Edward Clarke, K.C., Banks, K.C., and Barnard; Bargrave Deane, K.C., Priestley, K.C., and F. Russell; R. H. Pritchard.* SOLICITORS, *Cunliffe & Davenport; Druces & Atlee; Chester & Co.*

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

## High Court—King's Bench Division.

**ATTORNEY-GENERAL v. HOLDEN.** Ridley, J. 1st April.

**INLAND REVENUE—ESTATE DUTY—GIFT INTER VIVOS—DEATH OF DONOR WITHIN TWELVE MONTHS OF DATE OF GIFT—FINANCE ACT, 1894 (57 & 58 VICT. c. 80), s. 2 (1) (c).**

This was an information by the Attorney-General claiming estate duty under the provisions of the Finance Act, 1894, s. 2 (1) (c), upon a sum of £10,000. By an indenture dated the 27th of January, 1900, made between the defendant, W. M. Holden, of the first part, H. B. Paget of the second part, his daughter, Beatrice Paget, of the third part, and M. Atkinson, S. Harris, and A. Fawcett of the fourth part, reciting that a marriage was shortly to be solemnized between the defendant and Beatrice Paget, and that upon the treaty for the marriage it was agreed that such settlement should be made as was thereafter expressed, and that H. B. Paget had transferred certain stocks, funds, shares, and securities into the names of the said M. Atkinson, S. Harris, and A. Fawcett, it was declared that, in consideration of the intended marriage, the said parties of the fourth part should, after it was solemnized, stand possessed of these funds upon trusts thereafter contained, being the usual trusts of the wife's fortune for the benefit of the wife and husband and issue of the marriage. The securities were to the value of upwards of £20,000. Upon the treaty for the marriage the bride's father, H. B. Paget, agreed to settle the afore-said personal property on condition that the defendant's father, H. Holden, should give to his son, the defendant, £10,000, and accordingly on the 2nd of January, 1900, the said H. Holden's bankers, by his directions, transferred £10,000 belonging to him from his account to that of the defendant. The marriage took place shortly after the execution of the said indenture of the 27th of January, 1900. H. Holden, the father, died on the 1st of February of the same year. Under the above circumstances the Crown claimed that estate duty under the provisions of the Finance Act became payable in respect of the said sum of £10,000, and that the rate of duty payable was six and a-half per cent., the £10,000 being aggregable with other property passing on the death of the said H. Holden. The defendant refused to pay such duty, contending that it was not payable. The information prayed that it

might be declared that upon the death of the said H. Holden estate duty became payable under the provisions of the Finance Act, 1894, s. 2 (1) (c), upon the said sum of £10,000 given by him to the defendant less than twelve calendar months before his death as property passing on the death of him, the said H. Holden. In support of the contention on behalf of the Crown the following cases were cited: *Attorney-General v. Worrall* (43 W. R. 118; 1895, 1 Q. B. 99), *Attorney-General v. Johnson* (50 W. R. 366; 1902, 1 K. B. 416; which was reversed in the Court of Appeal, *vide sup.*, at p. 367), and *Wheeler v. Humphreys* (47 W. R. 17; 1898, A. C. 506). For the defendant it was contended that those cases were distinguishable from the present one, as the payment of the £10,000 was a condition precedent to the marriage settlement, and was therefore not a simple gift, but was made under an obligation imposed by the bargain entered into by the deceased and the bride's father.

RIDLEY, J., in giving judgment, held that the case was not distinguishable from those cited, and that the gift was a pure and simple one to the defendant. Judgment for the Crown with costs.—COUNSEL, *Sir R. Finlay, A.G., and F. Vaughan Hawkins; C. A. Russell, K.C., and H. S. Simmons.* SOLICITORS, *Solicitor to Inland Revenue; H. G. Campion & Co.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

**WESTMINSTER CORPORATION v. LEADER & CO.** Ridley, J. 3rd April.

**PRINCIPAL AND AGENT—CONTRACT TO LET SEATS TO VIEW PROCESSION—SOME TICKETS ISSUED ON CREDIT—NO EVIDENCE OF ANY AUTHORITY GIVEN TO AGENT TO LET SEATS ON CREDIT—LIABILITY OF AGENT TO ACCOUNT IN CASH FOR ALL TICKETS DISPOSED OF BY HIM.**

Action tried before Ridley, J., without a jury, brought by the Mayor, &c., of Westminster, claiming from the defendants £183 9s. 6d. The plaintiffs had erected certain stands for the purpose of letting them to customers to view the Coronation procession and had placed the letting of the seats in the hands of the defendants, who were to be paid by commission. The defendants had sold tickets amounting to £1,899 15s. 6d., and the plaintiffs claimed that, after deducting commission, the defendants owed them £1,689 9s. 6d., of which only £1,500 was paid. The action was brought to recover the balance. The defence was that the defendants had paid all the money, less commission, that they had received, and were willing to hand over the balance if and when they received it, but that they were not liable to find cash to meet this claim, which was only in respect of tickets sold on credit, the price of which had not at present been collected. The plaintiffs denied that the defendants had authority to sell tickets except for cash and claimed judgment against them on the ground that they were bound to account in cash for the value of all tickets they had disposed of. There was no evidence that anything had ever been said about "cash" or "credit" sales at the time the contract was entered into and there was no trade custom which could be pleaded. On behalf of the defendants it was said that plaintiffs were aware that Messrs. Leader & Co. were in the habit of dealing on credit in theatre tickets with a large and wealthy clientele and, therefore, nothing being said to the contrary, it was reasonable to assume against the plaintiffs that their right to give credit to customers must be taken as a term of the contract.

RIDLEY, J., said he gave his decision with some doubt, the more so as there was no trade usage to guide him and nothing appeared to have been said when the contract was made that had reference to this question. It seemed that the cost of the stands, which were erected in Waterloo-place and near the Law Courts, had been guaranteed by individual councillors, and therefore under the circumstances he thought the defendants were not entitled to take credit and must account for the value of all tickets sold. He therefore gave judgment for the plaintiffs for the amount claimed, which was corrected to £184 8s. 6d., with costs.—COUNSEL, *J. B. Matthews; Schiller.* SOLICITORS, *Allen & Son; Petch & Co.*

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

**LONDON, EDINBURGH, AND GLASGOW ASSURANCE CO. (LIM) v. PARTINGTON.** Div. Court. 3rd April.

**INSURANCE (LIFE)—WANT OF INSURABLE INTEREST—REPRESENTATION BY AGENT THAT "THE POLICY WOULD BE ALL RIGHT"—RECOVERY OF PREMIUM PAID ON VOID POLICY—DECISION BY JUSTICES IN FAVOUR OF PLAINTIFF—WANT OF JURISDICTION TO DECIDE CLAIM—LIFE ASSURANCE ACT, 1874 (14 GEO. 3, c. 48), ss. 1, 8—GAMING AND WAGERING ACT (8 & 9 VICT. c. 109), s. 18—COLLECTING SOCIETIES AND INDUSTRIAL ASSURANCE COMPANIES ACT, 1896, s. 7.**

Case stated by the justices of Bolton, before whom a claim had been preferred by the respondent Partington for the return of £4 12s. premiums he had paid under a policy issued by the appellants on the life of one Thornley. The appellants are an industrial assurance company within the meaning of the Collecting Societies and Industrial Assurance Companies Act, 1896, section 7 of which Act provides that "in all disputes such a company and any member or person insured or any person claiming through a member or person insured or under the rules, that member or person may, notwithstanding any provision of the rules of the society or company to the contrary, apply to the county court or to the court of summary jurisdiction for the place where that member or other person resides, and the court may settle that dispute according to the provisions of the Friendly Societies Act, 1896." The respondent was asked by an agent of the company if he could find another member, and he replied that he could, and mentioned Thornley, who was his uncle by marriage, subject to the condition, however, that they could take him without his knowledge. The agent agreed to this, adding that they could take any relative without his knowledge, no matter what the relationship was. He said nothing to the respondent about an insurable interest, but merely that the policy would be all right. On those representations the

policy was applied for and issued. It was contended for the respondent that, having insured on the representation of the agent, he was entitled, as the policy was void, to have the premiums returned, on the authority of *British Workman's, &c. Co. v. Cunliffe* (18 Times L. R. 425 and 502) and *Anderson v. Thornton* (8 Exch. 425). On the other hand, it was submitted on the company's behalf that as the respondent had no insurable interest in the policy as a wagering policy within 14 Geo. 3, c. 48, s. 8, and 8 & 9 Vict. c. 109, s. 18. Therefore, following *Howard v. Refuge Assurance Co.* (54 L. T. 644), the premiums were forfeited. Further, that the respondent having signed the declaration and warranted to be true the answers and the questions in the proposal form and in the declaration, he was bound by them, and *Biggar v. Rock Life Assurance Co.* (1902, 1 K. B. 516) was relied on. The justices concluded that the respondent had effected the policy and paid the premiums on the representation of the agent that the policy would be all right, and they found for the respondent. The appellants appealed, and contended further that the magistrates had no jurisdiction, as the respondent was estopped from saying that he was a person insured, his case being that he was not insured, and *Prentice v. London* (L. R. 10 C. P. 679), *Willis v. Wells* (1892, 2 Q. B. 225), and *Palliser v. Dale* (1897, 1 Q. B. 257) were relied on. For the respondent it was contended that this objection to jurisdiction not having been taken before the magistrates, this court had no power to consider it now.

THE COURT (LORD ALVERSTONE, C.J., and WILLS and CHANNELL, JJ.) allowed the appeal, holding (without deciding the case on its merits) that the magistrates had no jurisdiction.—COUNSEL, S. T. Evans, K.C., and F. Dodd; ALAN MACPHERSON. SOLICITORS, Wynns-Baxter & Keeble; Cunliffes & Davenport.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

**KIRKLAND v. PEATFIELD AND ANOTHER.** Wright, J. 26th March. STATUTE OF LIMITATIONS—MORTGAGE OF REVERSIONARY INTEREST IN REALTY—ACTION ON COVENANT IN A MORTGAGE DEED—REMEDY—PERIOD OF LIMITATION—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), s. 8.

This was a case tried before Wright J., without a jury. The action was brought to recover the amount of principal and interest due under a covenant in a mortgage deed. The facts were as follows: Mrs. L. by her will dated the 18th of January, 1864, devised her real estate to trustees in trust for her sister, A. L. Peatfield, for life, and after her death in trust to sell and divide the proceeds between the testatrix's nephews and nieces then living. Two of these nephews were the defendants. Mrs. L. died in 1864. In May, 1881, the nephews and nieces, including the defendants, being entitled to the property subject to the life interest of A. L. Peatfield, joined in a mortgage of their reversionary interest under the will to the plaintiff to secure the repayment of a sum of money advanced to them by him together with interest. The mortgage deed contained a joint and several covenant by the mortgagors to repay the loan with interest. Interest was paid up to, but not subsequent to, the 18th of October, 1882. On the 7th of October, 1902, the plaintiff commenced an action to recover the amount of principal and interest due under the covenant. At this date the tenant for life was still living. The defendants pleaded that the claim was barred by the Statute of Limitations, and on their behalf it was contended that the period of limitation was twelve and not twenty years, the money advanced being "charged upon or payable out of any land" within the meaning of section 8 of the Real Property Limitation Act, 1874, which section applied to an action on the covenant in a mortgage as well as to the remedy on the security itself. *Boyer v. Woodman* (L. R. 3 Eq. 313, 15 W. R. Dig. Ch. 91) and *Sutton v. Sutton* (31 W. R. 369, 22 Ch. D. 511) were cited. For the plaintiff it was contended that the period of limitation was twenty years, that the mortgage of a reversionary interest was a mortgage of personality, and therefore section 8 did not apply, and the action could be brought as in the case of ordinary specialty debts within twenty years of the time when the money became payable: see section 3 of 3 & 4 Will. 4, c. 42; *Morris v. Griffiths* (32 W. R. 986, 26 Ch. D. 601).

WRIGHT, J., in giving judgment for the defendants, said that he felt no doubt that the money secured by the mortgage was money "charged upon or payable out of land" within the meaning of section 8 of the Real Property Limitation Act, 1874, and therefore no action could be brought to recover any such money but within twelve years next after a personal right to receive the same should have accrued, or after some payment of principal or interest or acknowledgment in writing. The limitation imposed by that section applied to a personal action upon the covenant notwithstanding the fact that the subject-matter of the mortgage was a reversion, and a reversion that had not fallen into possession at the time when the action was brought. He, the learned judge, felt bound to follow the authority of *Sutton v. Sutton*. Judgment for defendants with costs.—COUNSEL, Germaine, K.C., and G. A. Scott; Stanger, K.C., and F. O. Robinson. SOLICITORS, Taylor, Stileman, & Underwood, for J. W. & G. E. Kirkland, Nottingham; R. F. & C. L. Smith, for Besoby & Williamson, East Retford.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

**ATTORNEY-GENERAL v. MURRAY.** Ridley, J. 31st March.

REVENUE—ESTATE DUTY—POLICY OF LIFE INSURANCE—SETTLED PROPERTY—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), ss. 1, 2 (1) (d).

This was an information by the Attorney-General claiming duty on behalf of the Crown. The facts of the case are as follows: On the 25th of July, 1866, Sir Henry William Peek effected a policy for £10,000 in his own name on the life of his son Cuthbert Edgar Peek (who was born in 1855), to commence at the age of twenty-one, with the Commercial Union Assurance Co. (Limited). Ten premiums only of £357 17s. 4d. were to

be paid between the 25th of July, 1866, and the 25th of July, 1875, all of which Sir Henry Peek duly paid. By the policy, which was under the company's seal, the capital stock and funds were made liable to pay to the assured £10,000 on proof of Cuthbert Edgar Peek's death after attaining the age of twenty-one, the holder being entitled to participate in the profits. In 1884 Cuthbert Peek married Miss Augusta Brodric, a daughter of Viscount Middleton, and by the marriage settlement Sir Henry Peek assigned the policy to the trustees with "the approbation of the said Cuthbert Peek and the said Augusta Brodric." Cuthbert Peek, who succeeded to his father's title on the 26th of August, 1898, died on the 6th of July, 1901, his widow surviving him. On the death of Sir Cuthbert Peek, the company paid to the trustees the sum of £14,196 7s. 7d., being the amount of the policy with profits. The Crown claimed estate duty under the Finance Act, 1894, on the amount paid to the trustees under sections 1 and 2 (1) (d). By section 1 of that Act estate duty is granted upon all property which passes on the death of the person dying after the commencement of the Act. By section 2, "property passing on the death shall be deemed to include (sub-section 1) any annuity or other interest purchased or provided by the deceased to the extent of the beneficial interest accruing or arising by survivorship or otherwise on the death." It was contended by the Crown that the policy moneys fell within the terms of those sections and that the case was governed by the case of *Attorney-General v. Dobree* (48 W. R. 413; 1900, 1 Q. B. D. 442) and *Attorney-General v. Robinson* (Ir. L. R. 1901, vol. 2, s. 67). For the trustees it was contended, firstly, that the policy being void under 4 Geo. 3, c. 43, owing to Sir Henry Peek having no insurable interest in the death of his son, and that therefore no property passed on the death, and secondly, that the policy was in no point of view provided by Sir Cuthbert Peek.

RIDLEY, J.—I cannot distinguish this case from that of *Attorney-General v. Dobree* and *Attorney-General v. Robinson*. Those cases seem to decide the present point. It is said that the circumstances are different in the present case because the insurance company were under no liability to pay the money. But in point of fact it was always known that the money would be paid, and everybody acted under that belief. Though the son did not himself pay any of the premiums, which were paid by the father, the policy was settled with his approbation, and that brought the policy moneys within the words of section 2 (1) (d). There must therefore be judgment for the Crown.—COUNSEL, Finlay, A.G., and Rowlatt; Danckwerts, K.C., and R. J. Parker. SOLICITORS, Solicitor to the Inland Revenue; Johnson, Long, & Co.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

**BRIDGE v. PASSMAN.** Div. Court. 6th April.

WEIGHTS AND MEASURES ACT, 1889, s. 32—WEIGHING BREAD—SALE WITHIN TEN MILES OF THE ROYAL EXCHANGE—WEIGHED AFTER BAKING BEFORE OFFERED FOR SALE—NOTICE TO CUSTOMERS THAT "EACH LOAF WAS SOLD AS WEIGHING 1½ LBS. ONLY"—COMPLIANCE WITH THE ACT—REFUSAL OF MAGISTRATES TO CONVICT—3 Geo. 4, c. 106, s. 41.

This was an appeal by special case stated by an inspector of weights and measures under the Middlesex County Council from the refusal of the Middlesex magistrates to convict the respondent, a baker, of selling bread otherwise than by weight within ten miles of the Royal Exchange, contrary to the provisions of 3 Geo. 4, c. 106, which regulates that trade in the metropolis. By 6 & 7 Will. 4, c. 37, bread may be made of any weight or size, but (French rolls and fancy bread excepted) must be sold by weight only. The respondent, who carried on business at a shop in Green-lanes, Harringay, had issued the following notice to his customers: "Every loaf of our bread when put into the oven weighs 2lb. 2oz., and, after baking, 2lb. or slightly over or under that weight. But, as it is impossible to prevent the loaves varying, and we are obliged by law to sell bread by weight, we sell each loaf as weighing 1½lb. only, our price for which is 2d." The respondent weighed all his loaves against weights amounting to 1½lb., and those which were over that weight he passed for sale, but did not ascertain the precise weight of any particular loaf. The question was whether that was a compliance with the Act, and whether, strictly speaking, he sold bread by weight. In the case of the particular sale out of which the proceedings arose, three loaves were sold to a customer, two of which weighed 1lb. 14oz. and the other 1lb. 13oz. The magistrates held that there had been a sufficient compliance with the Act. The inspector appealed, and counsel cited *Jones v. Huxtable* (2 Q. B. 460) and *Cox v. Blaines* (1902, 1 K. B. 670). In the latter case, a baker being asked for a half-quarter loaf of bread, put a loaf into a weighing scale, there being already a 2lb. weight in the other arm, the loaf did not move the scale. The court held, that, as the weight of the loaf had not been ascertained upon the scale, the bread was not "sold by weight" within section 4 of the London Bread Act, 1822, and the seller was liable to be convicted. His submission was that here the weight of the bread sold had not been ascertained, and the respondent, following the decision of *Cox v. Blaines*, ought to be convicted. Without calling upon counsel for the respondent,

THE COURT (LORD ALVERSTONE, L.C.J., and WILLS and CHANNELL, JJ.) dismissed the appeal, holding that the magistrates were right in deciding that the respondent had not contravened the Act.—COUNSEL, H. Drysdale Woodcock; Herbert Reed, K.C., and Calvert. SOLICITORS, Nicholson, Patterson, & Freeland; A. S. C. Doyle.

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

## Solicitors' Case.

**Re JENNINGS.** Buckley, J. 27th March.

MANOR—STEWARDS—CUSTODY OF COURT ROLLS.

This was an application on the part of the lord of a manor, that his



steward, who held his office for life, should be ordered to deliver up to him the court rolls. There was no allegation of misconduct, but the lord claimed, as a matter of strict right, that he was entitled to their custody. He relied on *Raues v. Raues* (7 Sim. 624, 5 L. J. Ch. 114). The steward maintained that he needed the rolls for the purposes of his office, and that, provided he did not misconduct himself, he was entitled to their possession, even as against the lord. He relied on *Windham v. Giubilei* (40 L. J. Ch. 306) and said that *Hughes v. Mayre* (3 T. R. 275) and *Ex parte Grubb* (5 Taunt. 206), which were cited in *Raues v. Raues*, did not warrant the decision there given. The following authorities were also referred to: *Cocks v. Harman* (6 East, 404), *North-Western Railway v. Sharp* (10 Exch. 451), *Ex parte Corpus Christi College* (6 Taunt. 105), *Elton on Copyhold*, p. 314, and *Scriven on Copyhold*, p. 431.

BUCKLEY, J., said that, looking at the matter on principle, the lord unquestionably was entitled to the possession of the court rolls, but not as his own property. *R. v. Tower* (4 M. & S. 162) shewed that, as regards the court rolls, he was a trustee and guardian of the tenants' rights. Again, the steward in a sense was a servant of the lord, but he was not a mere servant. He held a judicial office, and was unquestionably entitled to the possession of the rolls for the purpose of executing the duties of his office. The lord could not refuse to let him have them for that purpose. The rights of the lord and of the steward were each in a certain sense paramount to those of the other, but the rights of each were qualified by the claims of the other, and both were trustees for the tenants of the manor. In that state of rights, where the steward was properly exercising the duties of his office, and for the purpose of those duties needed the possession of the rolls, he thought that the lord had no right to call upon the steward to surrender them. After discussing the earlier cases, he dealt with *Raues v. Raues*, before Shadwell, V.C. In that case there had been misconduct on the part of the steward, but the Vice-Chancellor had said (basing his opinion on *Hughes v. Mayre*) that the lord had, as of right, the custody of the court rolls, and that, though they ordinarily remained in the custody of the steward, he held them only as the servant or agent of the lord, and that, therefore, the lord could compel the steward to give them up. His lordship, however, thought that the Vice-Chancellor did not intend to lay down so broad a principle, and that what he meant to decide was that, although a steward had, for the purposes of his office, a right to the custody of the rolls, if he had committed misconduct, the lord had a right, as against him, to say that he should keep them no longer, but should hand them over to himself. The next case was that of *Windham v. Giubilei*, which was a summons in an administration action, on the part of the guardian *ad litem* of an infant lord, for an order to compel the steward to deliver up the rolls to the receiver in the action. In that case there had been no misconduct, and Bacon, V.C., had distinguished it from *Raues v. Raues* on that ground, and had declined to make the order. In the present case, therefore, where there was no allegation of misconduct, he dismissed the application.—COUNSEL, *T. L. Wilkinson; J. Austen-Cartmell*. SOLICITORS, *Long & Gardiner, for Crust, Todd, Mills, & Co., Beverley; Ullithorne, Currey, & Jennings.*

[Reported by H. L. ORRISTON, Esq., Barrister-at-Law.]

### Solicitors Ordered to be Struck Off the Rolls.

April 2.—JOHN WILLIAM CHILMAN, The Avenue, High-street, Hull  
April 2.—JOHN WESLEY DOWNING, Market-street, Wolverhampton.  
April 2.—ARTHUR HOLMES, Cheapside, Bradford, and Rossmore, Ilkley.

## New Orders, &c.

### Transfer of Action.

#### ORDER OF COURT.

Monday, the 30th day of March, 1903.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

#### SCHEDULE.

Mr. Justice JOYCE (1902—2.—No. 919).

Bernard Dunkelsbuhler v. John Limbray Higgs, James Martin and Higg's Dairy Farms (Limited). HALSBURY, C.

## Law Students' Journal.

### Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—April 7.—Chairman, Mr. R. P. C. Johnson.—The subject for debate was: "That this House approves of the Licensing Act, 1902." Mr. Hugh Rendell opened in the affirmative; Mr. Eales seconded in the affirmative. Mr. A. E. Hogan opened in the negative; Mr. A. C. Dowding seconded in the negative. The following members also spoke: Messrs. Pleadwell, R. A. Stevens, W. B. Cocks, W. Hughes, Richardson, and John Rendell. The opener replied, and the chairman summed up. The motion was carried by seven votes.

The Master of the Rolls stated on Wednesday that on the Chancery side the Court of Appeal was not in arrears.

## The Appropriation of the Funds Available for Legal Education

On the 3rd inst., before Mr. Justice Farwell, in the case of *Re New-inn, Attorney-General v. Coldham, Smith v. Kerr*, an application was made, on behalf of the Crown, that the scheme for the application of the funds standing in court to the credit of *Re New-inn*, 1902, No. 066, "proceeds of sale of New-inn subject to charitable scheme" directed to be settled by the order in the above-mentioned action of *Attorney-General v. Coldham*, and the proceedings relating to the scheme for the application of the funds by the order dated the 8th of December, 1902, in the above-mentioned action of *Smith v. Kerr*, directed to be appropriated for charitable purposes, might be respectively suspended until further order, and that in the meantime the aforesaid funds might be accumulated. In making the application, the Attorney-General (says the *Times*) said that all the applications that had been received were of a meritorious description, and had been investigated at great pains, but before the fund is distributed one great object should be kept in view, and that is to see whether the opportunity of this fund being available can be taken advantage of for the purpose of promoting and establishing in London a great school of law under charter or Act of Parliament, in which full provision should be made for the systematic and scientific teaching of all branches of law and also of all those other branches of law which are administered in the British Empire. It is the fact that even now students come here from all parts of the Empire to study law. For the purpose of such a school of law in our view it is essential to have the co-operation of the great historical bodies which have been associated with the study and practice of the law in the country for so long—namely, the Inns of Court. Your lordship will remember how Lord Coke speaks of the university which he says was founded by the Inns of Court, the Inns of Chancery, and another institution which has now ceased to exist, Serjeants'-inn. In the preface to the 3rd volume of the Reports he says: "All these are not far distant from one another and altogether do make the most famous university for profession of law only or of any one human science that is in the world and advanceth itself above all others *quantum inter videretur cupressus*. In which Houses of Court and Chancery the readings and other exercises of the laws therein continually used are most excellent and behoofful for attaining to the knowledge of these laws; and of these things this task shall suffice for they would require if they should be treated of a treatise by itself." We have great hope that the Inns of Court may take advantage of this occasion to concur in establishing a still greater legal university than that he speaks of there. There is another great institution which we trust we may confidently reckon on—the Incorporated Law Society. It has taken especial interest in the matter, and has caused proceedings to be instituted which has resulted in the sum being available as to New-inn. Latterly the Inns of Chancery have largely been in the hands of solicitors. To develop such a scheme may take some time. A scheme is often brought forward which ultimately fails. But we cannot help feeling sanguine that a scheme such as this, with the opportunity which avails, will be carried out. Very great disappointment will be felt by all those who take a keen interest in the matter if the scheme should unfortunately prove impossible. We trust that success will on this occasion attend the efforts of those who are interested in its development. Some little time must elapse before one can say definitely one way or the other, but, if it prove impossible to carry out this project, then the fund must be otherwise distributed. There will in that case be no lack of applicants. The Law Society is keenly interested and has a very strong claim to be participants in the fund, which has been to a great extent realized by their exertions. The Council of Legal Education is doing excellent work and regards the establishment of a building and lecture-rooms as an object on which funds might with great advantage be spent. The University of London intend to establish a teaching school of law, in which its study shall be pursued in a scientific manner. A very eminent member of the bench has taken great interest in that matter, and he has been interviewed by us in reference thereto. As to the institutions in the provinces, it has been represented that the education of solicitors is to a large extent necessarily carried on in the provinces. So that, if it did prove impossible to establish a great school of law for the Empire, the fund can be distributed to great advantage. We hope that your lordship will take the view that it is premature to distribute the fund until every endeavour has been made to secure it so that it may be devoted to a great national purpose. It would, of course, be premature now to enter into details. At present we only ask your lordship to say that you do not require that a scheme should be brought in until further order, in order that time may be given to see whether that which is in view may be realized. Mr. Justice Farwell said: The scheme which the Attorney-General has foreshadowed is a magnificent one, which it is obvious cannot be attained in a day or a year. In an ordinary case I should not favour the bringing in of a scheme where there would be a delay, but I can trust the Attorney-General not to allow the matter to sleep.

A prominent criminal attorney, says the *Central Law Journal*, had the case of a man indicted for murder, in which he was very dubious of his client's avoiding the hangman's rope. He discovered that he had an Irish friend on the jury, however, and determined to make the best of that circumstance. He succeeded in getting this Irishman's promise to do all in his power to obtain a verdict of manslaughter. When finally the jury came in and reported for manslaughter, the grateful attorney and his clerk shook the juryman's hand vigorously and thanked him. "Yes, I brought 'em around," he said, "but I had a devil of a toime; the other eleven stood out for acquittal for seven hours."

## Companies.

### Alliance Assurance Company.

#### ANNUAL MEETING.

The annual general meeting of the Alliance Assurance Co. (Limited) was held on Wednesday, at the Head Office, Bartholomew-lane, the Chairman, Lord ROTHSCHILD, presiding.

The report, after referring to the amalgamation which had been recently effected of the Imperial Life and Fire Offices with the company, stated that, on the conclusion of the agreement entered into with the Imperial Fire Office certain sections of business were discontinued. A portion of such business was reinsured by the Imperial, leaving the insurances in respect of the remaining portion to expire at the end of the current terms of the policies. The sections of business referred to represent a premium income of about £400,000 per annum, and the cost incurred to the close of 1902 in liquidating the account was £109,497 7s. 11d., of which amount £56,003 9s. 8d. was provided out of premiums set aside by the Imperial against long term policies, and not brought by that office into revenue account. It was estimated that a further sum of £70,000 would be required to close the account finally, and that sum had been reserved for the purpose. The net fire premium income (which did not include premiums in respect of the closed accounts referred to) amounted to £929,990 1s. 4d. for the year, and the losses paid and outstanding to £435,360 2s. This sum included the losses incurred in 1902 (except the losses on the closed accounts) under Imperial policies in force on the 1st of January in that year. After deducting commission and expenses of management there remained an underwriting profit of £170,315 17s. 6d., to which had to be added interest (less income tax) on the capital, fire insurance fund, and profit and loss account, making a total profit of £296,889 13s. 6d. for the year. The fire losses had amounted to £46 16s. 3d. per cent. of the net premiums; the expenses of management, including commission and irrecoverable agency balances, to £34 17s. 6d. per cent., leaving an underwriting profit of £18 6s. 3d. per cent. The fire insurance fund (including £1,262,772 9s. transferred from the Imperial Fire Office) amounted to £2,126,164 13s. 11d., and the balance of profit and loss account to £374,849 1s. 10d. In the life account, the gross and net sums assured under 1,411 new policies issued during the year were £893,905 and £796,405 respectively. The estimated annual premium income on the gross sums assured was £33,007, and on the net sums assured £29,546. The total income on the account for the year amounted to £512,440 16s. 8d., and the outgoings, including all claims, expenses of management and commission, to £291,811 6s. 8d., leaving a surplus of £220,629 10s., which had been added to the life assurance fund, which now stood at £3,754,830 15s. 5d. The fund in respect of the annuity account amounted to £557,909 15s. 11d., as compared with £522,288 11s. 5d. in the previous year, shewing an increase of £35,621 4s. 6d. The leasehold, investment and general fund, which included £47,475 3s. 5d. transferred from the Imperial life account, now amounted to £267,003 1s. 8d., shewing an increase of £86,936 19s. 5d. over the amount in 1901. There was a surplus of income over outgoings on the Imperial life assurance account of £17,023 14s. 1d. for the eleven months from the 1st of February to the 31st of December, 1902, and the fund at the close of the year amounted to £2,460,832 15s. 10d. The funds of the company on the 31st of December, 1902, represented a total of £10,619,466 8s. 10d. The directors had resolved on declaring a dividend of £186,250 for the year 1903, being 8s. per share on 465,625 shares, after deducting which, there would remain a balance of £188,599 1s. 10d. to be carried forward.

Mr. ROBERT LEWIS (general manager and secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the report, said that he must first thank the shareholders of the Alliance Co. for the unlimited confidence they had shewn in his brother directors and in himself when they had first proposed the purchase of the Imperial Life and Fire Office. During the discussions there had been a very small minority only which had doubted the wisdom of that amalgamation, and who had thought that the Alliance was already carrying on a business which was sufficiently large. No doubt that opposition had helped to delay the transaction for a considerable time. The minority had questioned the power of the new company to pay a dividend on close on £200,000, but the figures in the report fully justified the prognostications of the directors and the wisdom of the step which they had taken. No doubt, if the amalgamation could have been effected more quickly, the figures would probably have been more favourable. At the time when the amalgamation was talked of the joint premium income of the two companies was considerably larger than the premium the board had thought it wise and prudent to retain. He thought it would be wrong if the meeting went away with the idea that the premium income which had been given up was completely undesirable or unprofitable. They were very omnivorous at the Alliance, and they were always glad to increase their business; but he did not think on this occasion that it was necessary for him to go into the reasons or the details as to why they had given up so large a portion of their premium income. At the meeting last year he had said that the directors believed that the amalgamation would result in substantial benefit to the shareholders of the three companies, and he thought that had been proved beyond all doubt. They had not expected that the benefits would have been apparent at once, but they did expect, and still expected, that when the various establishments at home and abroad, were consolidated there would be a marked reduction in the ratio of expenditure. He had told them last year that there were a certain number of shares,

34,375, unappropriated, and unless they could be justly utilized in securing valuable connections with the company, they would probably be offered to the shareholders on the auction principle and allotted to the highest bidder, and the premium realized would be added to the reserves. The directors had not yet thought fit to deal with those shares, nor could he promise that they would be dealt with in the immediate future. They would be dealt with in the best interests of the shareholders as occasion arose. Should there be a large increase of the premiums the board would probably sell them to the highest bidder, but it was most likely that the board would reserve them until they saw a time for acquiring a new and profitable business to the company. The board had estimated last year that after deducting £100,000, the estimated cost of transfers and the incorporation of the company, the shareholders' reserves, including those of the Alliance as well as Imperial, would be £2,286,779. The reserves, including the profit and loss fund, now amounted to £2,501,013, and after providing the 1903 dividend, the reserve would be £2,314,763. It was difficult to estimate exactly the assets to be handed over by the Imperial Fire Office; the book value of those which they had received exceeded the amount by £80,000. If they had taken the market value of the securities, the excess would have been larger. But, as it was not necessary for him to say, none of the securities had been written up. After providing for the whole of the relinquished income of which he had spoken, and the cost of the transfer of the company, and the payment of the 1903 dividend, the shareholders' balance was £2,240,171. From the financial point of view he thought the shareholders would agree that the position was most satisfactory. But the trading account of the company was equally, if not more, satisfactory. Out of the premium income of £930,000 there was an underwriting profit of £170,360, which, with interest on the various shareholders' funds, made a total of £296,899; and after deducting income tax £8,859, and £29,187, the cost of various structural alterations, and paying for the incorporation of the company, there was left a credit balance of £286,843 to be added to the reserves, which brought the fire insurance fund up to £2,126,164 and a balance of profit and loss £374,849, making altogether £2,501,915 subject to the dividend for this year. After providing for this year's dividend the reserve would be £2,314,760, being nearly 250 per cent. of the year's premium income. He thought it right to point out that £70,000 had been set aside for the unexpired risks of the old Imperial fire account which had still to run, and he trusted that the whole of that £70,000 would not be required, and that there might be a balance of that account to be added to the fire fund. It was, perhaps, unnecessary to say that all the accounts were in a satisfactory condition. The labour in connection with the fusion of the three offices, which had extended over eighteen months, had been particularly heavy. It was now drawing to a close, and he would be wanting in his duty to the shareholders if he did not mention with the greatest appreciation, and he might say admiration, the zeal and industry which the members of their own staff and of the Imperial had shewn in carrying through the fusion to a successful issue. It was originally estimated that it would take fully two years before the fusion could be effected, and he thought the shareholders might congratulate themselves on the speed and efficiency with which it had carried through. If the hopes and expectations of the board were realized they would be in the happy position next year of being able to propose an increase in the dividend the shareholders had been in the habit of receiving. This was the final year of the sixteenth quinquennium, and, when the actuaries had concluded their work, he hoped it would be found that the life business during the last quinquennium had been of a very profitable character.

Mr. JAMES FLETCHER seconded the motion, which was unanimously adopted.

On the motion of the CHAIRMAN, the retiring directors, Lord Battersea, Mr. Frederick Cavendish Bentinck, Mr. Victor C. W. Cavendish, M.P., and Mr. Edward Harbord Lushington were re-elected.

Mr. C. L. NICHOLS, F.C.A., was re-elected auditor.

Mr. NICHOLS, in returning thanks, said that he had had fifty years' experience in the city as an accountant, but he had never met with the accounts of any public company or private concern which were so admirably kept as were those of the Alliance.

A vote of thanks to the chairman, the directors and staff, terminated the proceedings.

## Obituary.

### Mr. Grinham Keen.

We regret to announce the death at Esher, on Monday, of Mr. Grinham Keen, solicitor, in his 74th year, the senior partner in the firm of Messrs. Keen, Rogers, & Co., of Doctors' Commons, Knightrider-street. Mr. Keen was admitted in 1852, and had been in actual practice for over half a century. He became a member of the Council of the Incorporated Law Society in 1875, and took a very active part in the proceedings of that body, and was also a frequent speaker at the meetings of the society. In 1889-1890 he filled the office of president of the society, and in his address at the annual provincial meeting urged the addition of a representative of the Incorporated Law Society on the Rule Committee—a reform which was subsequently achieved. He was a member of the Statutory Committee of the Incorporated Law Society for many years.

### Mr. H. J. Davis.

Mr. Henry John Davis, of Newport, Monmouthshire, solicitor, died on Sunday last in his ninetieth year. He was admitted in 1835, and subsequently practised at Newport. In 1839 he was one of the special constables who assisted in the arrest of John Frost, the Chartist leader,



who was sentenced to death for leading rioters at Newport, but whose sentence was commuted. Mr. Davis had been three times Mayor of Newport, and was clerk to the magistrates of the Bedwelty Division, and Joint District Registrar of the High Court of Justice. His death occurred very suddenly. In the morning he drove to Bassaleg Church to place flowers on the family grave in accordance with the Welsh custom of observing Palm Sunday as Flowering Sunday, or the Day of the Dead. He remained for service, but upon leaving the church he suddenly fell and died during the afternoon.

#### Mr. Registrar Hannen.

The Honourable James Chitty Hannen, Registrar of the Probate, Divorce, and Admiralty Division, died on Sunday last. He was the eldest son of the late Lord Hannen, and was educated at Trinity College, Oxford, and was called to the bar in 1876. He was for some years secretary to his father while President of the division and was subsequently appointed Registrar. His illness was very short, as it is stated that he was in attendance in court on Thursday in last week. On Tuesday in the Probate, &c., Division the president said that he was desirous of expressing his sense of the sad and great loss that this court had sustained in the sudden and unexpected death of Mr. Registrar Hannen. He not only held a position of responsibility, which he has discharged with exceptional tact and ability, but he held also an exceptional position as being the representative of the eminent and learned judge to whom this court owed so much, and whose successor he (Sir Francis Jeune) had the honour of being. He felt that all those who practised in this court and the officials connected with it would have been sorry if he had not expressed that regret, which one and all felt at the loss they had sustained. Mr. Bargrave Deane, K.C., on behalf of the bar, said that it had come upon all as a great shock. He entirely concurred in the appreciative words that had fallen from the bench; and he might add that Mr. Registrar Hannen had in an eminent degree shared many of the distinguishing qualities which were present in so remarkable a manner in the late president.

## Legal News.

### Appointments.

Mr. HENRY PAGET COOKE, of 11, Old-square, Lincoln's-inn, solicitor, has been appointed to be the Legal Adviser of Her Royal Highness Princess Henry of Battenberg in all matters connected with the governorship of the Isle of Wight.

### Changes in Partnerships.

#### Dissolutions.

BENJAMIN WILLIAM SIMPSON, FREDERICK JAMES CULLINGFORD, THOMAS EDWARD PARTINGTON, and WILLIAM THOMAS HOLLAND, solicitors (Simpson, Cullingford, Partington, & Holland), 85, Gracechurch-street, London. March 31. So far as regards the said Frederick James Cullingford.

[Gazette, April 3.]

ALBERT EDWARD CARR and WILLIAM HERBERT COVERDALE, solicitors (Carr & Coverdale), 62, Albion-street, Leeds. April 1.

[Gazette, April 7.]

### General.

The report of the Charity Commissioners for 1902, which has been presented to Parliament and will be published in a few days, contains, says the *Times*, some interesting information in regard to the new rules made by the commissioners under the Land Transfer Acts, 1875 and 1897. Pursuant to these rules the consent of the commissioners is required before registration; and facilities are afforded for placing the official trustee of charity lands directly upon the register. It is pointed out that, though in some cases voluntary registration may be convenient, the rules are likely to be more generally operative in the area of compulsory registration—at present the county of London. Within this area, in the case of a purchase of unregistered land, the complete legal estate cannot be acquired until some person has been registered as the proprietor of the land. The Charity Commissioners have been desirous of preserving the existing simplicity of procedure in all matters relating to the existing official trustee; and, in order to obviate the necessity of first placing the administering trustees of a charity upon the register, and then, by a further registration, of substituting for them the official trustee of charity lands, the rules provide that upon the production at the registry of a conveyance to the administering trustees, together with an order of the Commissioners vesting the legal estate in the official trustee of charity lands, the vesting order will be recognized as formal evidence of the Commissioners' consent to registration, and the official trustee of charity lands will thereupon be placed directly upon the register. Having regard to the advantage which must accrue to charities from the adoption of this procedure, the Commissioners propose, as a rule, to make it a condition of their consent to registration that the land shall first be vested in the official trustee of charity lands. If in their opinion exceptional circumstances justify a departure from this rule, they propose to give a special form of consent to the registration of the administering trustees as proprietors of the property in question. On the same principles, if they are satisfied that land held upon a charitable trust is exempt from their jurisdiction, they will be prepared to give a certificate to that effect, which may be produced at the registry in substitution for the vesting order or form of consent which would otherwise be required.

Writing to the *Times* on the Bill proposing to increase the jurisdiction of the county courts, Mr. C. T. Saunders, of Birmingham, says: "The authority for such an increased jurisdiction is overwhelming. I have now before me the famous report of the Judicature Commissioners, dated thirty years ago, which proposed to give the county courts unlimited jurisdiction subject to power of removal in cases exceeding £50. Committees of the Incorporated Law Society have again and again reported in favour of an increased common law jurisdiction up to £200. Provincial meetings of the society have over and over again passed resolutions to a similar effect. And, as regards the Associated Chambers of Commerce, it has become an almost standing resolution. As to the small reform proposed in the functions of the registrar, in the statesmanlike scheme of the Judicature Commissioners it was suggested, as a necessary consequence of the additional duties thrown upon the judges, that the registrar of all important centres should be empowered to adjudicate in cases not exceeding £5, and in all other cases by consent, but that such registrar should be precluded from private practice. And with the intent that a career should be opened to them, it was suggested that they should be eligible for a judgeship. It was not the view of the eminent men who composed the majority of that Commission that the solicitor should be shut out, as he is now, from all the prizes of the profession. In the committee which has just reported it was proposed, as in the Judicature report, to give the registrar the power of adjudicating in disputed cases up to £5, and by consent beyond; but it was objected that in small places where the registrar practised privately this might be objectionable; and so the present system, which merely empowers the registrar to adjudicate by consent of the parties, was retained with the alteration of the present £2 limit to £5. There is, of course, some force in the objection to giving the registrar enforced jurisdiction in small places where he is in private practice; but it is of essential importance, and a necessary corollary from the enlarged duties to be given to the judges, that in all the greater county courts, where the registrar does not practise privately, he should be empowered to take all disputed cases up to £5, and by consent beyond—there being a power reserved for either litigant to demand that his case shall go before a judge. It is to be hoped that when the Bill comes before the House again this vital point will not be lost sight of, and that the distinction between the minor courts, where the registrar practises privately, and the greater courts, where he does not so practise—and where, therefore, his exercise of judicial functions cannot offend—will be recognized and the Bill amended in that particular."

## The Property Mart.

### Sales of the Ensuing Week.

April 16.—Messrs. H. E. FOSTER & CRAWFORD, at the Mart, at 2:—

#### REVERSIONS:

To One-third of £2,395; lady aged 71.

To One-tenth of a Trust Estate of £13,020 Mortgage Securities; lady aged 73; also to One-tenth of same fund with Policy.

Solicitors, Messrs. Keene, Marsland, Bryden, & Besant, London.

POLICIES for £2,000, £1,000, £500, £250, £200, £100. Solicitors, Messrs. Davidson & Morris, Messrs. Angove, Bromwich, & Co., and E. Chapman, Esq., all of London.

See advertisements, this week, back page.

April 16.—Messrs. FURBER, PAICE, & FURBER, at the Mart, at 2:—Four Policies of Assurance, amounting to the sum of £3,100, together with bonuses thereon amounting to £915 2s. Solicitors, Messrs. Furber & Dickinson, Messrs. Colyer-Bristow, Hill, Curtis, Dods, & Booth, Messrs. Caprons, Hitchens, Brabant, & Hitchens, and Algernon Edward Sydney, Esq., all of London. (See advertisements, April 4, p. 5.)

## Winding-up Notices.

London Gazette.—FRIDAY, April 3.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

A R DEAN, LIMITED—Petn for winding up, presented April 2, directed to be heard on April 28. Burton & Co, Surrey st, Victoria Embankment. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 27.

BRENTFORD CONSERVATIVE CLUB CO, LIMITED—Creditors are required, on or before May 13, to send their names and addresses, and the particulars of their debts or claims, to Joseph Montague Haslip, 6, Martin's-ln, Cannon st.

BRITISH ELECTRIC STREET TRAMWAYS, LIMITED—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their debts or claims, to Reginald Albert Goodman and Ernest Charles Parford, Granville House, Arundel st, Strand.

FOUNDERS SYNDICATE, LIMITED—Creditors are required, on or before May 3, to send their names and addresses, and the particulars of their debts or claims, to Reginald Albert Goodman and Ernest Charles Parford, Granville House, Arundel st, Strand.

"HARBORERS" SHIP CO, LIMITED—Creditors are required, on or before May 13, to send their names and addresses, and the particulars of their debts or claims, to William Roberts, 26, Chapel st, Liverpool. Weightman & Co, Liverpool, solrs to liquidator.

HULL AND DISTRICT PROVISION DEALERS AND GROCERS' ASSOCIATION MINERAL WATER CO, LIMITED—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to Walter Heron, 419, Hossle rd, Kingston upon Hull.

LOUIS ORR & CO, LIMITED—Petn for winding up, presented March 31, directed to be heard on April 28. Raphael & Co, Moorgate st, solrs for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 27.

OSWINDA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 12, to send in their names and addresses, and the particulars of their debts or claims, to Robert Stokes, 30, College green, Dublin.

RICHMOND MINERAL WATER AND BOTTLING CO, LIMITED—Petn for winding up, presented Feb 18, directed to be heard at the Court house, South st, Wandsworth, on April 20. Howard & Atherton, Abchurch ln, solrs for petn. Notice of appearing must reach the above-named not later than 2 o'clock in the afternoon of April 18.

SHIP "HENDRIK" CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Benjamin Cookson, 6, Castle st, Liverpool.

*London Gazette.*—TUESDAY, April 7.  
JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

- ALUMINIUM SUPPLY, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to John Baker, Chiswell House, Finsbury pyramid
- CHAIN SYNDICATE, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to John Baker, Chiswell House, Finsbury pyramid
- FARLEYS, LIMITED—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to Ralph Thomas Hollis, Tower chambers, Moorgate. Godfrey & Webb, 4 and 5, West Smithfield, solers for liquidator
- KAFUE COPPER SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 19, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swithin's ln
- KENYAN'S HOTEL (CHESAIRE), LIMITED—Petn for winding up, presented April 1, directed to be heard on April 28. Lumley & Lumley, Old Jewry chambers, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 27
- LOYAL BRITISH ASSURANCE CO. LIMITED—Petn for winding up, presented April 3, directed to be heard on April 28. Platts & Co, Norfolk House, Norfolk st, Strand, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 27
- PEN MANUFACTURING CO. LIMITED—Creditors are required, on or before May 18, to send their names and addresses, and the particulars of their debts or claims, to Ralph Thomas Hollis, 43, Tower chambers, Moorgate. Godfrey & Webb, West Smithfield, solers for liquidator
- PHOSPHORUS CO. LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Ernest Cresswell, 7, Norfolk st, Manchester. Wagge & Co, Birmingham, solers for liquidator
- SAMUEL TOY, LIMITED—Creditors are required, on or before May 7, to send their names and addresses, and the particulars of their debts or claims, to Theodore David Neal, 127, Edmund st, Birmingham. Pinsen & Co, Birmingham, solers for liquidator
- T & J TAYLOR (OLDHAM), LIMITED—Creditors are required, on or before May 19, to send their names and addresses, and particulars of their debts or claims, to William Bird Broome, 23, Manchester st, Oldham. Welford, Manchester, solers for liquidator

## Creditors' Notices.

### Under Estates in Chancery.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, April 3.

- KELLY, GEORGE CHARLES, The Mansions, Graham rd, Hackney April 30 Greening v Burns, Swinfen Eady, J Williams, Finsbury circus

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, March 27.

- ALLCARD, WILLIAM HENRY, Charles st, St James sq, Barrister April 30 Taylor, Gray's inn sq
- CARVER, ELIZABETH, Wyke, Bradford April 16 Westwood, Bradford
- COOK, JOHN, North Seaton Colliery, Northumberland, Blacksmith May 21 Brown, jun, Newcastle upon Tyne
- COTTEAGE, HENRY, Bolton, Sussex May 15 Drucos & Attlee, Billiter sq
- COX, JAMES WILLIAM, Cambridge April 30 Robbins & Co, Strand
- DAVY, ROBERT BISHOP MANNING, Dawlish, Devon May 1 Munday, Plymouth
- FAWCETT, MARY, Marsh, nr Huddersfield May 1 Laycock & Co, Huddersfield
- GOOD, HENRY, Bridport, Dorset, Coal Merchant May 1 Roper, Bridport
- GRACE, GEORGE JOLLY, Grange rd, Bermondsey, Tallow Merchant May 15 Wilkinson & Son, Bermondsey st
- GRAHAM, ELKANAH, Prosvith Asylum, nr Manchester April 28 Scholes, Manchester
- GRAY, HENRY BARNARD, Leatherhead, Surrey April 25 Macarthur & Cheverton, King's
- HARRISON, THOMAS POUNDER, Hartlepool April 30 Bell, West Hartlepool
- HASLAM, JOSEPH NICKSON, South Norwood May 4 Grundy & Co, Queen Victoria st
- HILTON, ROBERT, Sale, Chester April 28 Scholes, Manchester
- HOLLAND, ELINOR TRANKER, Bengeworth, nr Evesham April 30 Yonge, Worcester
- IVINS, HANNAH, Roath, Cardiff April 30 Vaughan & Roche, Cardiff
- JACKSON, OLIVE ANN, Brighton May 9 Williams, Brighton
- JOHNSON, SAMUEL, Gt Yarmouth April 11 Burton & Son, Gt Yarmouth
- JONES, JOHN, Liverpool, Bookkeeper April 25 Miller & Co, Liverpool
- JOSEPH, EMANUEL, Ontario st, London rd May 11 Wigan & Co, Norfolk House, Victoria Embankment
- KIRCHMAYR, CHRISTIANO ANTONIO, The Avenue, Bedford Park April 25 Macarthur & Cheverton, King's
- KNIGHT, JAMES LUTEN, Petworth, Sussex, Grocer April 26 Pitfield, Petworth
- LEACH, JAMES, Bolton May 4 Whittingham, Bolton
- LEACH, JOSEPH, Bolton May 4 Whittingham, Bolton
- LEACH, SARAH, Bolton May 4 Whittingham, Bolton
- LESTER, GEORGE, Kirkstall, Leeds, Innkeeper May 1 Arundel, Leeds
- LYDD-PRICE, Lieut Col JOHN, Worthing May 25 Langbourne & Co, Lincoln's inn fields
- LEWIS, DAVID, Crumppall, Lancaster, Wholesale Mill Furnisher April 30 Wragg, Manchester
- MADAN, MARTIN, Lichfield April 14 Rodmayne, Lichfield
- MALLINGS, WILLIAM, Huddersfield April 16 Brook & Co, Huddersfield
- MITCHELL, THOMAS HENRY, Plymouth May 2 Gidley & Son, Plymouth
- MORRIS, MATILDA, Bockdale May 14 Levin, Manchester
- MORTON, ANDREW, Liverpool, Merchant May 1 Lewis & Co, Liverpool
- MULRENNAN, MARTIN, Reading April 30 Double, Fore st, Cripplegate
- MUNN, ROBERT, Burnley May 30 Bulcock, Burnley
- OSGOOD, JOHN, Wigmore House, Stamford hill May 1 Young & Sons, Mark in
- PADDOCK, ANNIE, Ynysyhir, Glandovey, Cardigan June 1 Paddock & Sons, Hanley
- PICKET, PETER, Presdon April 30 Cookson, Preston
- FRANKS, PETER DOWDING, Sneyd Park, nr Bristol May 19 Abbot & Co, Bristol
- ROBERTS, FANNY, Liverpool, Licensed Victualler April 27 Pierce, Liverpool
- RODRICK, EVAN, South Connely, nr Fyfe, Glam April 28 David, Bridgend
- REISSEL, DAVID, Exeter, Draper May 1 Friend & Tait, Exeter
- REISSEL, GEORGE JAMES, Model Farm, Neenden, Middlesex May 15 Brown & Co, Finsbury pyramid
- SAYSON, EDWIN, Barton in Furness, Chemist April 18 Thompson, Barton in Furness
- SAYSON, SARAH, Barton in Furness April 18 Thompson, Barton in Furness

- SAUNDERS, WILLIAM, Ramsey, Huntingdon, Farmer April 4 Spargo, South sq, Gray's inn
- SEATON, SARAH, Huntingdon April 30 Sootney & Shentons, Winchester
- SHERWIN, THOMAS GRAHAM, Loughborough May 7 Moss & Taylor, Loughborough
- SHUTE, SAMUEL, Grosvenor rd, Highbury New Park April 26 Harris, Leadenhall st
- STEVENS, EMILY JANE SCRIVEN, Doncaster May 11 Collyer-Bristow & Co, Bedford row
- STRANGE, SOPHIA, Reading April 14 H & C Collins, Reading
- TAPP, ELIZABETH, Bath May 8 Payne & Fuller, Bath
- THOMPSON, ROBERT, Bennington West Farm, Northumberland, Farmer April 4 Perry, Alnwick
- TINSLEY, ANN, Birkdale, Lancs May 25 Wilmot & Hodge, Southport
- UTTLEY, JACOB, Sheffield April 30 Wilson, Sheffield
- WALKER, ANN, Dudley, Worcester April 11 Hooper & Fairbairn, Dudley
- WHETTERLY, Lieut-Col WILLIAM, Egerton gdns, South Kensington April 27 Taylor, Lincoln's inn fields

*London Gazette.*—TUESDAY, March 31.

- ANDREW, JANET FINDLATER, Russell rd, Kensington May 9 Lee & Pemberton, Lincoln's inn fields
- BOOBE, WHITTAKER, Llandrindod, Radnor, Farmer June 1 Vaughan, Builth
- CAREW, RICHARD HUGH, Srinagar, Kashmir, India April 27 Hopgoods & Downes Spring gdns
- CHAFFELLS, EDWIN WILLIAM, Burton on Trent April 30 Skinner, Burton on Trent
- COOPER, JORDAN, Black Notley, Essex, Builder April 15 Cunningham & Co, Braintree
- CRAWFORD, MARY, Broseley, Salop May 1 Potts & Potts, Broseley
- CRESWELL, JOSEPH EDWIN, Brighton May 14 Yarde & Loader, Raymond bldgs, Gray's inn
- DIOMAN, HENRY CHAPMAN, Heaton, Northumberland May 1 Jacks, South Shields
- EDE, HENRY, Shirley, Southampton April 30 Green & Co, Southampton
- ERETH, JOHN CHARLES, Stebbing, Essex, Farmer May 11 Wade & Co, Dunmow
- FELKIN, MARY JANE, Westbourne gdns, Bayswater April 30 Paige & Cross, Clement's inn
- GOLDMAN, MICHAEL, Christian st, Commercial rd April 25 Jennings & Co, Leadenhall st
- HIRST, FAITH, Wadley, York April 21 Armitage & Co, Huddersfield
- HODGSON, SAMUEL HUDSON, Meanwood, Leeds, Farmer May 15 Middleton & Sons, Leeds
- HOWARD, HON KENNETH, Sackville st, Piccadilly May 1 Dawson & Co, New sq, Lincoln's inn
- HUTCHINGS, ROBERT, Brockhurst, Alverstoke, Southampton April 23 Burrell, Gosport
- HUTCHINSON, ALFRED, Sunderland, Durham April 18 Kidson & Co
- JACKSON, WILLIAM SMITH, Huddersfield, Cigar Merchant April 25 Armitage & Co, Huddersfield
- JEAL, JOHN, Penge, Kent, Plumber April 30 Pedley & Co, Bush ln
- JONES, GEORGE FREDERICK, Blackpool, Stone Mason April 31 Armitage & Co, Huddersfield
- KENWORTHY, JOHN, Leeds, Shop Assistant April 10 Wooler & Co, Leeds
- LOCKYER, ANN, Southampton, Trained Nurse May 13 Coxwell & Pope, Southampton
- LONG, JOHN HENRY, Montpellier rd, Kentish Town, Artist May 14 Caddy, Chancery ln
- MCLEACHAN, THOMAS, West Norwood, Surrey, Miner June 10 E G Davies, Lombard st
- MACPHERSON, JANE CATHERINE, Hastings May 1 Chalinder & Herington, Hastings
- MANX, GODFREY OATES, St Leonards on Sea June 1 Phillips, South st, Finsbury
- MATTHEWS, HERBERT WILLIAM, Gt Waltham, Essex, Farmer May 11 Wade & Co, Dunmow
- MORRIS, ELIZABETH ELIZA, Liverpool April 30 Rigby & Herron, Liverpool
- MORSE, JOSEPH, Haverfordwest, Ironmonger May 1 George, Haverfordwest
- MUSLOW, SARAH, Hornsey rd April 28 Sawbridge & Son, Aldermanbury
- PALMER, ANN, Ovington rd, Brompton April 30 Peake & Co, Bedford row
- PORTER, ALEXANDER, St Vincent, West Indies, Merchant April 30 Simmons, St Vincent, West Indies
- ROBERTS, MINNETTA, Netherthorpe, nr Huddersfield May 12 Fisher, Huddersfield
- ROBERTS, THOMAS, Llanbadarnaw, Radnor, Shoemaker June 1 Vaughan, Builth
- ROBERTS, ELIZA, Parkstone, Dorset May 6 Lovell & Co, Gray's inn sq
- RODNEY, REV FRANCIS MARMADUKE, Weston, nr Bath April 28 Ingle, Bath
- SHEDDEN, MARIA HANNAH, Wandsworth Common April 30 Corsellis & Co, Balham
- SHORT, SIDNEY HOWE, Whitehall pl May 1 Bircham & Co, Old Broad st
- SILVESTER, ANNE, Mount Beacon, Bath May 13 Simmons & Co, Bath
- SMITH, JAMES, Royston, Hertford, Surveyor April 30 Banham, Royston
- SMITH, JAMES, Eastern rd, Wood Green April 27 Cato, Lincoln's inn fields
- SMITH, MARY ANN, Bonford rd, For st gate May 9 Turner, Basinghall av
- STROUGELL, JACOB, Binstead, 1 of W, Gardiner May 25 Skinner, Burton on Trent

*London Gazette.*—FRIDAY, April 3.

- ARMISTON, WILLIAM BROWN, Lytham, Lancs May 16 W & J Cooper, Preston
- BERNARD, SAMUEL, Buxton June 30 Withington & Co, Manchester
- BLACKMORE, FRANCIS JANE, Ealing May 14 Shield & Mackintosh, Alresford
- BOND, JOHN, Ford, Devonport, Devon, Dairyman April 25 Graves, Plymouth
- BRADLEY, MARGARET JAMES, Tunbridge Wells April 25 Stone & Co, Tunbridge Wells
- CAMPBELL, JOHN GORE June 1 Rooke & Sons, Lincoln's inn fields
- CLOUGH, JAMES, Ashton under Lyne May 1 Richards & Hurst, Ashton under Lyne
- COLE, EMILY, Sheffield May 31 Burdick & Co, Sheffield
- COOMBS, JOSEPH, Radstock, Somerset, Brewer May 5 Rees-Mogg & Davy, Bristol
- CUNNINGTON, JOHN ROWE, Oundle, Northampton April 28 Gamlen & Co, Gray's inn sq
- DIGHT, JOHN, Barwick, Yeovil May 1 Louch & Co, Langport
- FIELD, JAMES FREDERICK, Borough High st April 30 Huntley & Son, Bank chambers, Tooley st
- FITZGERALD, JAMES, Eastbourne May 16 Sibbard & Co, Leadenhall st
- GOODFELLOW, CHARLES HENRY, Surbiton, Surrey May 16 Durham & Co, Arundel st
- HANKEY, HARRIETT BARNARD, Cranleigh, Surrey May 15 Drucos & Attlee, Billiter sq
- HAYWOOD, MARY EATON, Southport April 21 Brown & Co, Southport
- HEDDER, THOMAS, Hackney, Builder May 1 Balderston & Warrens, Bedford row
- HILDER, GEORGE, Rye, Sussex, Ironmonger April 30 Dawes, Rye
- HOLLICK, FREDERICK, Gravesend Feb 14 Smith, Fenchurch bldgs
- HORNE, WILLIAM FRANK, Newby Wiske, York April 30 Richardson & French, Thirk
- HOWARD, ROBERT, Kingston on Thames May 1 Marsh & Co, Kingston on Thames
- HUTCHINS, ROBERT, Alverstoke, Southampton April 23 Burrell, Gosport
- HUTCHINSON, RICHARD, Gilesgate Moor, Durham, Carter May 1 Graham & Shepherd, Sunderland
- IGRAM, CHARLES BENJAMIN, Beech st, Barbican, Timber Merchant May 1 Maitlands & Co, Knightbridge
- JACKSON, THOMAS, Leeds June 1 Middleton & Sons, Leeds
- JOHNSON, HENRY BENJAMIN, Piccadilly June 4 Meid & Sons, Jermyn st
- JONES, RICHARD, Kerry, Montgomery, Labourer April 21 Watkins, Newtown, N Wales
- KENNEDY, MARY ANN, York May 16 W & E T Wilkinson, York
- KOBS, SOLOMON, Birmingham, Dealer in Precious Stones May 1 Burn & Co, Birmingham
- LEFARD, GEORGE, Coulsdon, Surrey, Farmer May 2 Edridge & Newnham, Croydon
- MINOR, GEORGE HENRY, Pres, Salop May 1 W R & P S Minor, Manchester
- OLDROYD, JOSEPH EDWARD, Leeds, Glue Manufacturer May 1 Dwyer, Dewsbury
- ORRARD, RHODA, Hockley, Essex May 1 Wood & Co, Southend
- PARKER, ANN, Newtown le Willows, Lancaster April 30 Fawcett & Unsworth, Carnforth
- PENNY, EDMUND, Bath May 30 Eames, Bath
- PERRONE-FITZGERALD, MATILDA SOPHIA GEORGINA, Queensdown, Cork May 1 Upperton & Co, Lincoln's inn fields
- POWERS, SARAH, Newmarket May 1 Foster, Cambridge
- ROBERTS, JOSEPH FOWLS, Southport, Tailor April 18 Brighouse & Co, Southport
- ROGAN, PIERCE ANTHONY, Southend on Sea April 30 Cooper, Southend
- ROPER, ROBERT, Bradford, Stone Merchant May 1 Rhodes, Bradford
- ROWLAND, THOMAS AMBROSE, Sturminster Newton, Dorset, Collector of Taxes April 14 Creech, Sturminster Newton
- SAMPSON, JOHN, Maddox st, Tailor May 2 Skelton, Lincoln's inn fields



SANDS, BUCHAN, St Andrew's Hospital, Northampton, Ink Manufacturer May 10 Parks & Brown, Lincoln's inn fields  
 SHEDDEN, HANNAH, Drydroyden, nr Manchester May 9 Whitworth & Co, Ashton under Lyne  
 SHORT, CLARA, Bridlington May 16 Broomhead & Co, Sheffield  
 SMITH, EDMUND, Princes sq, St George's East, Carman May 15 Sole & Co, Alderman st  
 SPOAGHT, ANNE, Warwick May 7 Campbell & Co, Warwick  
 STEVENSON, JAMES, Palace court, Baywater, Merchant May 8 Powell & Skues, Essex st, Strand  
 TAYLOR, THOMAS, Heywood, Manchester, Hatter May 1 Banks & Co, Heywood

THOMASON, CATHERINE, Handsworth June 24 Osborne, Shifnal, Salop  
 TURNLY, ALEXANDER GEORGE FERDINAND, Hove May 31 Metcalfe, Gt Tower st  
 TWENTYMANN, GEORGE HOLMES, Bassett rd, N Kensington May 14 Hughes & Co, Budge row  
 TWISSBROW, JOHN, Cheltenham May 1 Stroud, Cheltenham  
 THORNTON, BENJAMIN, Derby, Saddler April 27 Harriet Thornton, 23, Wardwick, Derby  
 TINGEY, ROBERT, Hanlow, nr Biggleswade, Ironmonger April 17 Pheasant, Duke st, Adelphi  
 WILSON, REV JOHN GAY, Redhill, Surrey April 25 Wood, Woodbridge  
 WITHEY, WILLIAM, Sandy, Bedford, Bldder May 16 Smith, Sandy

## Bankruptcy Notices.

London Gazette.—TUESDAY, March 31.

### ADJUDICATIONS.

ANDERSON, JOHN, Whitty, York, Tobacconist Stockton on Tees Pet March 27 Ord March 27  
 BAKER, FRANCIS ROBERT, Birmingham, Patentee Birmingham Pet March 27 Ord March 27  
 BARNARD, FREDERICK, and THOMAS BEDFORD, Clayton West, Huddersfield, Twine Manufacturers Barnsley Pet Feb 5 Ord March 25  
 BERSLAUER, ADOLPHUS, Eastcheap, General Merchant High Court Pet Dec 22 Ord March 26  
 CAIRD, WILLIAM, and GEORGE WASHINGTON COBBE, Pear-tree st, Goswell rd, Engineers High Court Pet March 28 Ord March 28  
 CANNON, ALFRED HENRY, Connaught rd, West Ealing, Builder Brentford Pet Feb 18 Ord March 26  
 CHURCH, HENRY JOSEPH, Camomile st, Bishopsgate, Merchant High Court Pet Jan 31 Ord March 27  
 COOPER, MARMADUKE JOHN, Burgess Hill, Sussex, Orchid Grower Brighton Pet March 5 Ord March 28  
 DANGERFIELD, HAROLD W, Catford, Greenwich Pet Feb 28 Ord March 27  
 DART, WILLIAM JOHN, Thornton Heath, Commercial Traveller Croydon Pet March 27 Ord March 27  
 DAVIDSON, DAVID, Catford, Clerk Greenwich Pet March 27 Ord March 27  
 DODD, ALICE, Bury St Edmunds, Spinster Bury St Edmunds Pet March 28 Ord March 28  
 DUGGAN, DAVID, Caerau, Maesteg, Glam Cardiff Pet March 24 Ord March 24  
 EASTWOOD, JAMES ARTHUR, Bradford, Solicitor Bradford Pet March 12 Ord March 26  
 FROST, JOHN, jun, North Shields, Newcastle on Tyne Pet March 27 Ord March 27  
 GODDARD, HENRY ALFRED, Reading, Coal Merchant Reading Pet March 27 Ord March 27  
 HARRISON, JAMES, Halifax, Journeyman Baker Halifax Pet March 26 Ord March 26  
 HICKIN, HENRY BOTTEVILLE, Rhyl, Flint, Hotel Keeper Bangor Pet Feb 27 Ord March 26  
 HODGSON, GEORGE WILLIAM JAMES, Shepherds pl, Upper Brook st, Cigarette Manufacturer High Court Pet Feb 10 Ord March 28  
 HOLMES, FREDERICK JAMES, Bath, Licensed Victualler Bath Pet March 27 Ord March 27  
 JOHNSON, MARTIN SMITH, Sydenham, Builder Greenwich Pet March 24 Ord March 24  
 JONES, DAVID W, Gwalchmai, Anglesey, Farmer Bangor Pet Feb 23 Ord March 27  
 LANCASTER, HARRY, Newmarket, Cambridge Pet March 27 Ord March 27  
 LEACH, JOHN, Kenworth, Bedford, Publican Luton Pet March 25 Ord March 28  
 LEWIS, PHILIP, Hornham, Bookbinder Brighton Pet March 25 Ord March 25  
 MAGNUS, JACOB, and DAVID CORRIE, Colonial av, Minorities, Cigar Manufacturers High Court Pet March 2 Ord March 27  
 MARSHALL, ERNEST JAMES, Farncombe, Godalming Guildford Pet March 21 Ord March 26  
 MARSTON, ALFRED, Newtown, Hotel Keeper Newtown Pet March 27 Ord March 27  
 MICHAEL, ISAAC RAYMOND, Holles st, Cavendish sq High Court Pet Jan 23 Ord March 25  
 OLMSTED, FRANCIS HERBERT, Bradford, Tailor's Foreman Bradford Pet Feb 24 Ord March 27  
 PACKHAM, LEONARD, Bristol, Draper Bristol Pet March 11 Ord March 28  
 PALMER, GEORGE LAKER, Gt Tower st, Hay Dealer High Court Pet Feb 27 Ord March 28  
 PENNICK, ALBERT EDWARD, and AMOS HENRY TAYLOR, Clacton on Sea, Builders Colchester Pet March 27 Ord March 27  
 ROBERTS, FREDERICK JAMES, Newport, Auctioneer Newport, Mon Pet March 27 Ord March 27  
 ROBINSON, RALPH, Kirkby Malzeard, Yorks, Farmer Northallerton Pet March 25 Ord March 25  
 RYLAND, JOHN DANIEL, Trelewis, Glam, Collier Merthyr Tydfil Pet March 25 Ord March 26  
 SEWARD, WILLIAM HENRY, Sheffield, Confectioner Sheffield Pet March 28 Ord March 28  
 SHEPARD, THOMAS CHARLES, Gt Tower st, Lighterman High Court Pet Feb 25 Ord March 28  
 SIMONS, HARRY, Ystalyfera, Glam, Labourer Neath Pet March 26 Ord March 28  
 SMITH, ADA FLORENCE, Worthing, Boarding house Keeper Brighton Pet March 26 Ord March 28  
 SPARK, JOHN FRANKUAUX, Tunbridge Wells, Coal Dealer Tunbridge Wells Pet March 27 Ord March 27  
 TIGHEAD, JOHN ABRAHAM, Whittlesby, Cambridge, Farm Labourer Peterborough Pet March 27 Ord March 27  
 UPHAM, GEORGE, Merthyr Tydfil, Coal Merchant Merthyr Tydfil Pet March 27 Ord March 27  
 WALMSLEY, ANN, and FREDERICK WALMSLEY, Burnough, Lanes, Grocers Liverpool Pet March 2 Ord March 23  
 WALTERS, PHILIP, Cullumpton, Devon, Farmer Exeter Pet March 26 Ord March 26  
 WARRER, JOHN WILLIAM, Sheffield, Provision Dealer Sheffield Pet March 26 Ord March 26  
 WILKS, GEORGE STRINGERS, Hythe, Kent, Solicitor Canterbury Pet March 3 Ord March 27

WOOTTON, JOSEPH HERBERT, Kidderminster, Clothier Kidderminster Pet March 27 Pet March 27  
 ADJUDICATION ANNULLLED.

OAKLEY, ESCHER, Poplar st, Bolton, Lancs, Fruiterer Bolton Adjud April 27, 1903 Annual March 4, 1903

London Gazette.—FRIDAY, April 3.

### RECEIVING ORDERS.

ADAMS, JOHN MOUNTJOY, Antrim mans, Haverstock Hill Pet March 30 Ord March 30  
 BAILEY, FRED, Southampton, Florist Southampton Pet April 1 Ord April 1  
 BAKER, HENRY, Bishops Stortford Hertford Pet March 30 Ord March 30  
 BLUNDEN, ALBERT EDWARD, Cosheton, Pembroke, Hammerman in HM Dockyard Pembroke Dock Pet April 1 Ord April 1  
 CATTALL & CO, RICHARD, Minorities, Wholesale Stationers High Court Pet March 6 Ord March 31  
 CHANCE, GEORGE HENRY, Gawber, nr Barnsley, Sewing Machine Agent Barnsley Pet March 31 Ord March 31  
 COWHAM, WALTER JASPER, Kingston upon Hull, Hair-dresser Kingston upon Hull Pet March 31 Ord March 31  
 CREVEY, PETER, Bangor, Grocer Bangor Pet March 31 Ord March 31  
 DICKINSON, PETER, Manchester Manchester Pet Feb 29 Ord March 30  
 EATON, GEORGE FREDERICK, Rochdale, Coal Dealer Rochdale Pet March 30 Ord March 30  
 EDWARDS, HENRY, and GEORGE CHARLES SYMES, New Windsor, Berks, Clothiers Windsor Pet March 7 Ord March 28  
 EVANS, JOSEPH, Clapham, Bootmaker Wandsworth Pet March 31 Ord March 31  
 GAWLEY, GEORGE JAMES, Reading, Steam Haulage Contractor Reading Pet March 28 Ord March 28  
 GIVEN, WILLIAM, Richmond, Surrey, Printer Wandsworth Pet March 30 Ord March 30  
 HILL, GEORGE, Scholar Green, Chester, Butcher Hanley Pet April 1 Ord April 1  
 KELLY, JOHN, West Kirby, Cheshire, Draper Birkenhead Pet April 1 Ord April 1  
 KEESEY, GEORGE, Stoke Newington, Dairy Foreman High Court Pet March 30 Ord March 30  
 LEE & CO, EDWARD, Elgin cres, Herga rd, Walsall, Builders St Albans Pet March 3 Ord March 30  
 LEVINESTEIN, LOUIS, Leeds, Clerk Leeds Pet March 30 Ord March 30  
 MORGAN, FREDERICK WILLIAM, Wandsworth Bridge rd, Draper High Court Pet April 1 Ord April 1  
 PARKER, W.A., Biggleswade, Beds Bedford Pet March 17 Ord March 31  
 PICKARD, SAMUEL, King William st, Merchant High Court Pet April 1 Ord April 1  
 ROBINSON, JOHN, Billingham, Durham, Brick Manufacturer Stockton on Tees Pet March 16 Ord March 31  
 ROWLANDS, JOHN PENNY DAVIS, Swansea, Architect Swansea Pet March 30 Ord March 30  
 STUBBS, ROBERT, Canlow, nr Rotherham, Foreman of Sewage Works Sheffield Pet April 1 Ord April 1  
 SUTCLIFFE, JOHN, Neath, Glam, Painter Neath Pet March 30 Ord March 30  
 TAYLOR, WILLIAM EDWARD, Clewcy, Berks, Builder Windsor Pet March 27 Ord March 27  
 TURNBULL, WILLIAM, Wombwell, nr Barnsley, Tailor Barnsley Pet April 1 Ord April 1  
 UNDERWOOD, JAMES THACKER, Beccles, Suffolk, Grocer Gt Yarmouth Pet March 18 Ord March 31  
 WAINWRIGHT, JAMES, Skipton, Yorks Bradford Pet March 30 Ord March 30  
 WALKER, FREDERICK, Leeds, Commission Agent Leeds Pet March 30 Ord March 30  
 WARBURTON, JOHN, Hyde, Chester, Pork Butcher Ashton under Lyne Pet March 30 Ord April 1  
 WHITAKER, HENRY, Burnley, Bottler Burnley Pet April 1 Ord April 1  
 WHITE, WILLIAM, Sheffield, Pearl Dealer Sheffield Pet March 31 Ord March 31  
 WILEY, WILLIAM, Norwich, Shopkeeper Norwich Pet March 30 Ord March 30  
 WILKS, HENRY, Wellington, Salop, Pawnbroker Madeley Pet March 31 Ord March 31  
 WORRELL, THOMAS, Congleton, Chester, Innkeeper Macclesfield Pet March 30 Ord March 30

Amended notice substituted for that published in the London Gazette of March 31:

TABRAHAM, JOSEPH, Speldhurst, Kent, Miller Tunbridge Wells Pet March 17 Ord March 27

### FIRST MEETINGS.

ADAMS, JOHN MOUNTJOY, Antrim mans, Haverstock Hill April 21 at 11 Bankruptcy bldgs, Carey st  
 BULLOCK, ALFRED, Middlesbrough, Labourer April 17 at 3 Off Rec, 8, Albert rd, Middlesbrough  
 CAIRD, WILLIAM, and GEORGE WASHINGTON COBBE, Pear-tree st, Goswell rd, Artisan Well Sinkers April 20 at 12 Bankruptcy bldgs, Carey st  
 CATTALL & CO, RICHARD, Minorities, Wholesale Stationers April 21 at 12 Bankruptcy bldgs, Carey st

DANGERFIELD, HAROLD W, Catford, Kent April 16 at 11.30 24, Railway app, London Bridge  
 DAVIES, JOHN THOMAS, Ebbw Vale, Mon, Bootmaker April 16 at 12 135, High st, Merthyr Tydfil  
 DODD, ALICE, Bury St Edmunds April 16 at 12.15 35, Princess st, Ipswich  
 EDWARDS, HENRY, and GEORGE CHARLES SYMES, New Windsor, Berks, Clothiers April 15 at 3 Bankruptcy bldgs, Carey st  
 FORD, THOMAS, Breerton, Cheshire, Farmer April 14 at 10.45 Off Rec, 23, King Edward st, Macclesfield  
 GISSING, WILLIAM AMOS, Gt Grimsby, Picture Framer April 16 at 11 Off Rec, 15, Osborne st, Gt Grimsby  
 GRAY, JAMES, King's Lynn, Baker April 23 at 10.45 Court house, King's Lynn  
 HARBORD, WILLIAM, Gt Yarmouth, Dealer April 18 at 1 Off Rec, 8, King st, Norwich  
 HILLCOX, WILLIAM, Edzell st, Long Acre, Metal Merchant April 20 at 11 Bankruptcy bldgs, Carey st  
 HOCKESHULL, RICHARD, Alderley Edge, Cheshire, Carter April 14 at 12 Off Rec, 23, King Edward st, Macclesfield  
 LANCASTER, HARRY, Newmarket, Suffolk April 22 at 10.30 Off Rec, 5, Petty Cury, Cambridge  
 LEACH, JOHN, Kenworth, Bedford, Publican April 15 at 12.30 Off Rec, Bridge st, Northampton  
 LEVINESTEIN, LOUIS, Leeds, Clerk April 16 at 11 Off Rec, 22, Park row, Leeds  
 LEWARS, WILLIAM, Plymouth, Clerk April 15 at 11 6, Athenaeum ter, Plymouth  
 MALLETT, WILLIAM, Fortess rd, Kentish Town, Furniture Dealer April 20 at 2.30 Bankruptcy bldgs, Carey st  
 MORRAN, RHYE, Abercynon, Glam, Innkeeper April 15 at 12 135, High st, Merthyr Tydfil  
 PAGE, ALFRED, Swindon, Wills, Haulier April 15 at 11 Off Rec, 38, Bogent circus, Swindon  
 PARKER, SAMUEL, Church Grange, Derby, Fish Dealer April 15 at 12 Off Rec, 47, Full st, Derby  
 PARKER, WALTER, New Radford, Nottingham, Greengrocer April 15 at 12 Off Rec, 4, Castle pl, Park st, Nottingham  
 PENNICK, ALBERT EDWARD, and AMOS HENRY TAYLOR, Clacton on Sea, Builders April 11 at 11.15 Caps Hotel, Colchester  
 ROWE, JOHN, Watton, Norfolk, Tailor April 22 at 3 Off Rec, 8, King st, Norwich  
 SMITH, JOHN ALEXANDER, Shury, Kent, Draper April 23 at 9 Off Rec, 68, Castle st, Canterbury  
 STEW, MARK, Porth, Glam, Greengrocer April 17 at 3 135, High st, Merthyr Tydfil  
 TOMES, WILLIAM JOHN STEVENS, Norwich, Licensed Victualler April 14 at 12 Off Rec, 8, King st, Norwich  
 WALKER, FREDERICK, Leeds, Commission Agent April 16 at 11.30 Off Rec, 22, Park row, Leeds  
 WESTON, ARTHUR WILLIAM, Wednesbury, Grocer's Assistant April 15 at 11 Off Rec, Wolverhampton  
 WHEELER, WILLIAM, Moreton in March, Glos, Butcher April 11 at 12 1, St Aldate's, Oxford  
 WORRELL, THOMAS, Congleton, Cheshire, Innkeeper April 14 at 12.30 Off Rec, 23, King Edward st, Macclesfield  
 YEATES, EDWARD ARTHUR, Abercynon, Cabinet Maker April 14 at 3 135, High st, Merthyr Tydfil

### ADJUDICATIONS.

ADAMS, JOHN MOUNTJOY, Antrim mans, Haverstock Hill High Court Pet March 30 Ord March 30  
 BAILEY, FRED, Southampton, Florist Southampton Pet April 1 Ord April 1  
 BAYLIFFE, ALFRED, Raymond bldgs, Gray's inn, Solicitor High Court Pet Feb 28 Ord March 31  
 BERRYMAN, GEORGE SINCLAIR, Sheriff rd, West Hampstead, Stock Dealer High Court Pet Nov 18 Ord March 30  
 BLUNDEN, ALBERT EDWARD, Cosheton, Pembroke, Hammerman in HM Dockyard Pembroke Dock Pet April 1 Ord April 1  
 BOCKERIDGE, RICHARD SMITH, High st, Manchester sq, Builder High Court Pet March 12 Ord March 30  
 CARRICK, GEORGE, Newcastle on Tyne, Book Dealer Newcastle on Tyne Pet March 2 Ord March 30  
 CHANCE, GEORGE HENRY, Gawber, nr Barnsley, Sewing Machine Agent Barnsley Pet March 31 Ord March 31  
 COWHAM, WALTER JASPER, Kingston upon Hull, Hair-dresser Kingston upon Hull Pet March 31 Ord March 31  
 CREVEY, PETER, Carnarvon, Grocer Bangor Pet March 31 Ord March 31  
 DICKINSON, PETER, Ancoats, Manchester Manchester Pet Feb 20 Ord April 1  
 EATON, GEORGE FREDERICK, Rochdale, Coal Dealer Rochdale Pet March 30 Ord March 30  
 EVANS, JOSEPH, Clapham, Bootmaker Wandsworth Pet March 31 Ord March 31  
 GAWLEY, GEORGE JAMES, Reading, Steam Haulage Contractor Reading Pet March 28 Ord March 28  
 GLOSSOP, GEORGE FRANCIS, Sheffield, Grocer Sheffield Pet March 13 Ord March 31  
 GODARD, NICHOLAS WILLIAM KNIGHTON, Abbingdon, Sussex, Builder Brighton Pet March 21 Ord March 31  
 HILL, GEORGE, Scholar Green, Chester, Butcher Hanley Pet April 1 Ord April 1  
 HOARE, HENRY, Bedford, Insurance Agent Bedford Pet Feb 17 Ord March 13  
 LEVINESTEIN, LOUIS, Leeds, Clerk Leeds Pet March 30 Ord March 30

NICHOLLS, ROBERT, Stoke upon Trent, Timber Merchant Stoke upon Trent Pet Feb 12 Ord March 30  
 ROWLANDS, JOHN PERCY DAVIS, Swansea, Architect Swansea Pet March 30 Ord March 30  
 STEVENSON, JOHN, Cannon st, Financial Broker Greenwich Pet Feb 27 Ord March 31  
 STUBBS, ROBERT, Canklow, nr Rotherham, Sewage Works Foreman Sheffield Pet April 1 Ord April 1  
 SUTCLIFFE, JOHN, Neath, Painter Neath Pet March 30 Ord March 30  
 TABRAHAM, JOSEPH, Speldhurst, Kent, Miller Tunbridge Wells Pet March 17 Ord March 31  
 TAYLOR, WILLIAM EDWARD, Clewer, Berks, Builder Windsor Pet March 27 Ord March 27  
 THEARLE, JOHN SAMUEL, Lower Tooting, Laundry Engineer Canterbury Pet Feb 23 Ord March 28  
 TURBULL, WILLIAM, Wombwell, nr Barnsley, Tailor Barnsley Pet April 1 Ord April 1  
 WAINWRIGHT, JAMES, Skipton, Yorks Bradford Pet March 30 Ord March 30  
 WALKER, FREDERIC, Leeds, Commission Agent Leeds Pet March 30 Ord March 30  
 WHITE, WILLIAM, Sheffield, Pearl Dealer Sheffield Pet March 31 Ord March 31  
 WYLIE, WILLIAM, Norwich, Shopkeeper Norwich Pet March 30 Ord March 30  
 WORRELL, THOMAS, Congleton, Chester, Innkeeper Macclesfield Pet March 30 Ord March 30

Amended notices substituted for those published in the London Gazette of March 17:

HEADLAM, ALFRED, Whithy, York, Grocer Stockton on Tees Pet March 13 Ord March 13  
 MCPARTLIN, MICHAEL, Wigan, Grocer Wigan Pet March 7 Ord March 14

#### ADJUDICATION ANNULLED.

Amended notice substituted for that published in the London Gazette of March 24:

BURWELL, THOMAS WILLIAM, Scarborough, Fancy Goods Dealer Scarborough Adjud Nov 1, 1892 Annual March 17, 1903

London Gazette.—Tuesday, April 7.

#### RECEIVING ORDERS.

AMES, ROBERT, Cardiff, Grocer Cardiff Pet March 19 Ord April 3  
 ATHERTON, ALFRED, Moses Gate, nr Bolton, Builder Bolton Pet March 17 Ord April 1  
 BAILEY, JOSEPH, Ashton, Preston, Commercial Traveller Preston Pet March 18 Ord April 3  
 BALLARD, HARRY HEMING, Badsey, Worcester, Market Gardener Worcester Pet April 4 Ord April 4  
 BROWN, JOHN WILLIAM BARROWS, Leicester, Trade Artist Leicester Pet April 3 Ord April 3  
 CHANDLER, PERCY, Wolverhampton, Publican Wolverhampton Pet April 3 Ord April 3  
 CHRISTIAN, JOHN, Rushden, Northampton, Tailor Northampton Pet March 31 Ord March 31  
 COOKE, ALBERT CORNELIUS, Uppingham, Rutland, Grocer Leicester Pet April 3 Ord April 3  
 CORSTWATTE, WILLIAM, Liverpool, Rope Dealer Liverpool Pet April 4 Ord April 4  
 DAVIES, DAVID, WASHINGTON, Llanllyfni, Carnarvon, Quarryman Bangor Pet April 3 Ord April 3  
 DAVISON, HENRY NORMAN, Moss Side, Lancs, Builder Salford Pet April 4 Ord April 4  
 EARLEY, FREDERICK, Tunbridge Wells, Florist Tunbridge Wells Pet April 4 Ord April 4  
 ELLIS, THOMAS, Eastbourne, Builder Eastbourne Pet April 1 Ord April 1  
 EVANS, THOMAS, Tilsdon, nr Malpas, Chester, Publican Chester Pet Feb 14 Ord April 1  
 EVANS, WILLIAM, Macclesfield, Llandysul, Cardigan, Licensed Victualler Carmarthen Pet April 2 Ord April 2  
 GOLDFINCH, CHARLES ANDREW, Netherwood rd, Shepherd's Bush, Builder High Court Pet April 3 Ord April 3  
 HAMMOND, JOHN, Southampton, Butcher Southampton Pet April 2 Ord April 2  
 HOOD, ALICE, Bolton, Confectioner Bolton Pet April 2 Ord April 2  
 HOPKINS, FARMER, Earl Shilton, Leicester Leicester Pet April 2 Ord April 2  
 HUNTLEY, GEORGE ALEXANDER, Croydon, Builder Croydon Pet April 3 Ord April 3  
 ISENBERG, SIMON, Lower Chapman st, Commercial rd, Grocer High Court Pet April 2 Ord April 2  
 JACKSON, JOSHUA WILLIAM, Briscley, Yorks, Labourer Barnsley Pet April 4 Ord April 4  
 JACQUES, JAMES ARTHUR, Lebberton, nr Filey, Innkeeper Scarborough Pet April 3 Ord April 3  
 KARDY & CO, Bradford av, Manufacturers' Agent High Court Pet March 7 Ord April 3  
 LONGSTAFF, PURVES, Bolton, Fitter Bolton Pet April 4 Ord April 4  
 LEWIS, WILLIAM HERBERT, Skewen, nr Neath, Draper Neath Pet April 4 Ord April 4  
 MCCREA, FREDERICK BRADFORD, Lowndes st High Court Pet March 24 Ord April 2  
 MAUDE, JOSEPH, Seaford, Lancs, Licensed Victualler Liverpool Pet April 3 Ord April 3  
 NASH, CHARLES ROBERT, Bedford, Hotel Keeper Pet April 2 Ord April 2  
 NASH & NASH, Thornton Heath, Surrey, Builders Croydon Pet Feb 16 and Feb 23 Ord March 31  
 OLPIN, THOMAS, Bristol, Wholesale Cabinet Maker Bristol Pet April 4 Ord April 4  
 ORAN, CLEMENT, GRYBY, Essex, Seaman Instructor Chelmsford Pet April 3 Ord April 3  
 PLUMMER, THOMAS, Millfield, Sunderland, Egg Merchant Sunderland Pet April 2 Ord April 3  
 PORTER, THOMAS WILLIAM, Brighton, Iron Founder Brighton Pet April 3 Ord April 3  
 RHEANS, CHARLES, Newgate st High Court Pet April 2 Ord April 2  
 RUTTY, ROBERT, Moseley, Worcester, Journeyman Carpenter Birmingham Pet April 4 Ord April 4  
 SCHMIDT, ALFRED, Rothwell, Northampton, Shoe Machine Operator Northampton Pet March 30 Ord March 30  
 THORNTON, ERNEST, Armley, Leeds, Egg Merchant Leeds Pet April 2 Ord April 2  
 UNDERWOOD, JAMES THACKLE, Beccles, Suffolk, Grocer Gt Yarmouth Pet March 18 Ord April 4  
 WRIGHT, JOHN, Attleborough, Norfolk, Painter Norwich Pet April 4 Ord April 4

TARGET, F.A., Dashwood House, Old Broad st High Court Pet Jan 7 Ord April 2  
 THORNTON, ERNEST, Armley, Egg Merchant Leeds Pet April 2 Ord April 2  
 WHITELEY, THOMAS, Huddersfield, Woollen Manufacturer Huddersfield Pet April 2 Ord April 2  
 WRIGHT, JOHN, Attleborough, Norfolk, Painter Norwich Pet April 4 Ord April 4

#### FIRST MEETINGS.

ANDERSON, JOHN, Whithy, York, Tobaccoist April 22 at 3 Off Rec, 8, Albert rd, Middleborough  
 ARUNDELL, SIDNEY HERBERT, Shipton under Wychood, Oxford, Decorator April 15 at 12 1, St Aldate's, Oxford  
 ATHERTON, ALFRED, Moses Gate, nr Bolton, Builder April 15 at 3 19, Exchange st, Bolton  
 BAILEY, FRED, Southampton, Florist April 20 at 3 Off Rec, 172, High st, Southampton  
 BALLARD, HARRY HEMING, Badsey, Worcester, Market Gardener April 16 at 11 45, Copenhagen st, Worcester  
 BEECH, HERBERT AUSTIN, Wolverhampton, Coachbuilder April 17 at 12 Off Rec, Wolverhampton  
 BROWN, JOHN WILLIAM BARROWS, Leicester, Trade Artist April 17 at 12 30 Off Rec, 1, Berridge st, Leicester  
 BRYANT, JAMES HILEY, Bridgford, Glam, Fish Dealer April 16 at 11 Off Rec, 117, St Mary st, Cardiff  
 CHANCE, GEORGE HENRY, Gawber, nr Barnsley, Sewing Machine Agent April 17 at 10 15 Off Rec, 17, Regent st, Barnsley  
 CHRISTIAN, JOHN, Rushden, Tailor April 15 at 3 Off Rec, Bridge st, Northampton  
 COOKE, ALBERT CORNELIUS, Uppingham, Rutland, Grocer April 17 at 3 Off Rec, 1, Berridge st, Leicester  
 COWHAM, WALTER JASPER, Kingston upon Hull, Hairdresser April 15 at 10 Off Rec, Trinity House in, Hull  
 DART, WILLIAM JOHN, Thornton Heath, Surrey, Commercial Traveller April 16 at 12 30 24, Railway app, London Bridge  
 DAVIDSON, DAVID, Catford, Clerk April 17 at 11 30 24, Railway app, London Bridge  
 DILWELL, JOSEPH THOMAS, Sedgley, Stafford, Licensed Victualler April 17 at 11 Off Rec, 190, Wolverhampton st, Dudley  
 DOWNHAM, HERBERT JOSEPH, Chishall, Essex, Farm Bailiff April 22 at 10 30 Off Rec, 5, Petty Cury, Cambridge  
 DRABBLE, SIDNEY HERBERT, Sheffield, Tobaccoist April 16 at 11 30 Off Rec, Figueine in, Sheffield  
 DUNCAN, DAVID, Castau, Maesteg, Glam April 16 at 11 30 Off Rec, 117, St Mary st, Cardiff  
 EATON, GEORGE FREDERICK, Rochdale, Coal Dealer April 21 at 11 15 Townhall, Rochdale  
 GLOSSOP, GEORGE FRANK, Sheffield, Grocer April 16 at 12 Off Rec, Figueine in, Sheffield  
 HIND, JOHN WILLIAM, Mile End rd, Pork Butcher April 24 at 12 Bankruptcy bldgs, Carey st  
 HOOD, ALICE, Bolton, Confectioner April 16 at 3 19, Exchange st, Bolton  
 INGATE, ERNEST HATCHER, Green lanes, Harringay, Grocer April 20 at 12 Room 78, Temple chambers, Temple av  
 JACKSON, JOSHUA WILLIAM, Briscley, Yorks, Labourer April 17 at 10 45 Off Rec, 7, Regent st, Barnsley  
 JOYNER, DAVID, Watford, Coal Merchant April 20 at 11 Off Rec, 95, Temple chambers, Temple av  
 KEANE, MICHAEL, and JAMES KEANE, Maesteg, Builders April 16 at 12 30 Off Rec, 117, St Mary st, Cardiff  
 MARSTON, ALFRED, Llanfair Cereinion, Montgomery, Hotel Keeper April 22 at 10 30 1, High st, Newtown  
 MAYER, HENRY, Warrington rd, Herne Hill, Commercial Traveller April 23 at 2 30 Bankruptcy bldgs, Carey st  
 MILLS, WILLIAM, Hainston, Baker April 24 at 11 Bankruptcy bldgs, Carey st  
 OLIVER, THOMAS, Chiswick, Furniture Salesman April 20 at 3 Off Rec, 95, Temple chambers, Temple av  
 PICKARD, SAMUEL, Liverpool st, Merchant April 23 at 11 Bankruptcy bldgs, Carey st  
 ROBINSON, RALPH, Kirkby Malzeard, Yorks, Farmer April 20 at 11 30 Court house, Northallerton  
 SIBLEY, GILBERT FREDERICK, Twickenham, Builder April 18 at 11 Off Rec, 95, Temple chambers, Temple av  
 SILCOE, ALBERT, Bridgwater, Somerset, Job Master April 15 at 11 W H Tamslyn, High st, Bridgwater  
 SKYE, THOMAS, Maesteg, Greengrocer April 16 at 12 Off Rec, 117, St Mary st, Cardiff  
 SNELLING, ABRAHAM WALTER, and REGINALD WALTER SNELLING, Doncaster, Tailors April 16 at 12 30 Off Rec, Figueine in, Sheffield  
 SPARK, JOHN FRANKLIN, Tunbridge Wells, Kent, Coal Dealer April 17 at 1 24, Railway app, London Bridge  
 STEVENSON, JOHN, Lewisham, Financial Broker April 17 at 12 30 24, Railway app, London Bridge  
 SUMPTER, ALFRED, Rothwell, Northampton, Shoe Machine Operator April 15 at 12 Off Rec, Bridge st, Northampton  
 TARGET, F.A., Dashwood House, Old Broad st April 23 at 12 Bankruptcy bldgs, Carey st  
 THORNTON, ERNEST, Armley, Leeds, Egg Merchant April 16 at 12 Off Rec, 21, Park row, Leeds  
 THIGGINS, JOHN ABRAHAM, Borough Fd, nr Peterborough, Farm Labourer April 24 at 11 40 The Law Courts, Peterborough  
 TURBULL, WILLIAM, Wombwell, nr Barnsley, Tailor April 17 at 10 30 Off Rec, 7, Regent st, Barnsley  
 WAINWRIGHT, JAMES, Skipton April 16 at 3 Off Rec, 29, Tytrell st, Bradford  
 WARREN, JOHN WILLIAM, Sheffield, Provision Dealer April 16 at 1 Off Rec, Figueine in, Sheffield  
 WHITELEY, THOMAS, Huddersfield, Woollen Manufacturer April 17 at 3 Off Rec, Prudential bldgs, Huddersfield  
 WILEY, WILLIAM, Norwich, Shopkeeper April 15 at 12 30 Off Rec, King st, Norwich  
 WILKES, HENRY, Wellington, Salop, Pawnbroker April 18 at 11 30 The Charlton Arms Hotel, Wellington  
 WILKES, STEPHEN, Dudley, Worcester, Insurance Agent April 17 at 12 Off Rec, 189, Wolverhampton st, Dudley  
 WORTER, WILLIAM, Halesworth, Hotel Proprietor April 21 at 1 30 Star Hotel, Gt Yarmouth

YEOMANS, ARTHUR HARRY, Huntingdon, House Furnisher April 17 at 2 The George Hotel, Huntingdon

#### ADJUDICATIONS.

ATKINSON, ROBERT, St Anton, Austria, Photographic Apparatus Manufacturer High Court Pet Nov 11 Ord March 31  
 BALLARD, HARRY HEMING, Badsey, Worcester, Market Gardener Worcester Pet April 4 Ord April 4  
 BROWN, JOHN WILLIAM BARROWS, Leicester, Trade Artist Leicester Pet April 3 Ord April 3  
 CHANDLER, PERCY, Wolverhampton, Publican Wolverhampton Pet April 3 Ord April 3  
 CHILMAN, JOHN WILLIAM, Kingston upon Hull, Solicitor Kingston upon Hull Pet March 25 Ord April 3  
 CHRISTIAN, JOHN, Rushden, Tailor Northampton Pet March 31 Ord March 31  
 COOKE, ALBERT CORNELIUS, Uppingham, Rutland, Grocer Leicester Pet April 3 Ord April 3  
 CORSTWATTE, WILLIAM, Liverpool, Rope Dealer Liverpool Pet April 4 Ord April 4  
 DAVIES, DAVID, WASHINGTON, Llanllyfni, Quarryman Bangor Pet April 3 Ord April 3  
 DAVISON, HENRY NORMAN, Moss Side, Lancs, Builder Salford Pet April 4 Ord April 4  
 DE BOSDARI, MAURICE, Hay hill, Berkeley sq High Court Pet Feb 19 Ord March 31  
 EDWARDS, HENRY, and GEORGE CHARLES SYMES, New Windsor, Berks, Clothiers Windsor Pet March 7 Ord April 2  
 EVANS, WILLIAM, Macclesfield, Llandysul, Licensed Victualler Carmarthen Pet April 2 Ord April 2  
 GOLDFINCH, CHARLES ANDREW, Netherwood rd, Shepherd's Bush, Builder High Court Pet April 3 Ord April 3  
 GOMM, RALPH HILL, Bristol, Coal Merchant Bristol Pet March 23 Ord April 3  
 HAMMOND, JOHN, Southampton, Butcher Southampton Pet April 2 Ord April 2  
 HAWKINS, ALFRED, St George, Bristol, Builder Bristol Pet March 6 Ord April 2  
 HOOD, ALICE, Bolton, Confectioner Bolton Pet April 2 Ord April 2  
 HOPE, DOUGLAS EDMUND, Sunbury, Middlesex, Kingston, Suitey Pet Feb 6 Ord April 3  
 HOPKINS, FARMER, Leicester Leicester Pet April 2 Ord April 2  
 HOPKINS, GEORGE WILLIAM, Leicester Leicester Pet Feb 3 Ord March 20  
 HUMPHREYS, WILLIAM CORBETT, Sparkbrook, Birmingham, Coal Merchant Birmingham Pet Feb 19 Ord April 4  
 HUNTLEY, GEORGE ALEXANDER, Croydon, Builder Croydon Pet April 3 Ord April 3  
 JACKSON, JOSHUA WILLIAM, Briscley, Yorks, Labourer Barnsley Pet April 4 Ord April 4  
 JACQUES, JAMES ARTHUR, Lebberton, nr Filey, Innkeeper Scarborough Pet April 3 Ord April 3  
 JONES, HORACE, Bolt 46, Fleet st, Paper Merchant High Court Pet Jan 22 Ord April 3  
 LONGSTAFF, PURVES, Bolton, Fitter Bolton Pet April 4 Ord April 4  
 LEE, EDWARD, Wealdstone, Middlesex, Builder St Albans Pet March 3 Ord April 3  
 LEWIS, WILLIAM HERBERT, Skewen, nr Neath, Draper Neath Pet April 4 Ord April 4  
 MAYER, HENRY, Warrington rd, Herne Hill, Commercial Traveller High Court Pet March 5 Ord April 2  
 OLIVER, CHARLES THOMAS, Tonbridge, Kent, Licensed Victualler Tunbridge Wells Pet March 3 Ord April 3  
 OLPIN, THOMAS, Bristol, Wholesale Cabinet Maker Bristol Pet April 4 Ord April 4  
 PLUMMER, THOMAS, Millfield, Sunderland, Egg Merchant Sunderland Pet April 3 Ord April 3  
 PORTER, THOMAS WILLIAM, Brighton, Iron Founder Brighton Pet April 3 Ord April 3  
 RHEANS, CHARLES, Newgate st High Court Pet April 2 Ord April 2  
 RUTTY, ROBERT, Moseley, Worcester, Journeyman Carpenter Birmingham Pet April 4 Ord April 4  
 SCHMIDT, ALFRED, Rothwell, Northampton, Shoe Machine Operator Northampton Pet March 30 Ord March 30  
 THORNTON, ERNEST, Armley, Leeds, Egg Merchant Leeds Pet April 2 Ord April 2  
 UNDERWOOD, JAMES THACKLE, Beccles, Suffolk, Grocer Gt Yarmouth Pet March 18 Ord April 4  
 WRIGHT, JOHN, Attleborough, Norfolk, Painter Norwich Pet April 4 Ord April 4

Amended notice substituted for that published in the London Gazette of Feb 17:

ROSENTHAL, JOHN, Featherstone st, Wholesale Grocer High Court Pet Nov 17 Ord Feb 12

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